

# **Hillpoint Regional Park/ Coleman Bluff Path Construction Project**

**Hunters Point Shipyard  
Redevelopment Project  
Parcel A'  
San Francisco, California**

## **PROJECT MANUAL BID SPECIFICATIONS VOLUME 1 BID DOCUMENTS AND GENERAL CONDITIONS**

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**SECTION 00010**  
**TABLE OF CONTENTS**

**Introductory Information**

<u>Section</u>	<u>Title</u>
00001	Title Page
00010	Table of Contents
00015	List of Project Drawings and Technical Specifications
00020	Contractor Agreement

**Division 0 Bid Documents and General Conditions**

<u>Section</u>	<u>Title</u>
00100	Notice to Bidders
00200	Instructions to Bidders
00210	Employment and Contracting Policies
00410	Bid Form
00435	Designated Subcontractors List
00480	Non-Collusion Affidavit
00800	Supplementary Conditions
00801	Trucking Administration Program
00802	Contract Time and Liquidated Damages
00805	Insurance Requirements
00810	Existing Conditions
00811	Unforeseen or Differing Site Conditions
00812	Bidder's Site Visit
00813A	Noise Control Compliance
00813B	Industrial Waste Compliance
00813C	Industrial Waste Discharge Compliance
00815	Hazardous Materials Certification
00820	Health and Safety Plan

**Division 1 General Requirements**

01010	Summary of Work
01025	Measurement and Payment
01035	Modification Procedures
01040	Coordination
01041	Contractor's Project Management Team
01050	Field Engineering
01060	Regulatory Requirements
01090	Reference Standards
01200	Project Meetings
01300	Submittals
01310	Progress Schedules
01400	Quality Control
01500	Environmental Compliance
01500A	Transportation And Disposal Plan

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

01500B	Environmental Health and Safety Plan
01500C	Contingency Plan For The Management of Abrasive Blast Material and Unknown Hazardous Materials
01500D	Stormwater Pollution Prevention Plan
01500E	Dust Control Plan
01500F	Soil Importation Plan
01500G	Asbestos Dust Management Plan with approval letter and revisions
01500H	Environmental Mitigation Measures, Hunters Point Shipyard, Parcel A Infrastructure
01505	Mobilization
01515	Construction Facilities and Temporary Controls
01540	Protection of Property
01570	Traffic Routing Work
01575	Temporary Pavement Markings
01590	Project Signs, Field Offices and Sheds
01700	Contract Closeout
01720	Project Record Drawings

### **Reference Documents** – Can be downloaded from Solicitation Website

- 1) Bayview Hunters Point Employment and Contracting Policy
- 2) San Francisco Redevelopment Agency Small Business Enterprise Policy
- 3) Project Labor Agreement - Memorandum of Agreement for Hunters Point Shipyard Redevelopment
- 4) ENGEO Incorporated; Geotechnical Exploration Report, Parcel A Hunters Point, October, 2004, provided upon request to Owner
- 5) Stormwater Pollution Prevention Plan, Hunters Point Shipyard Development Project, February 2014, provided upon request to Owner
- 6) Final Environmental Impact Report for the Reuse of Hunters Point Shipyard, February 2000, provided upon request to Owner



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SECTION 00015**  
**LIST OF PROJECT DRAWINGS and TECHNICAL SPECIFICATIONS**

**Hillpoint Regional Park/ Coleman Bluff Path Project Drawings and Technical Specifications**



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SECTION 00020**  
**CONTRACTOR AGREEMENT**

**CONTRACTOR AGREEMENT**

**(HUNTERS POINT SHIPYARD – PHASE 1 - REGIONAL PARKS)**

**NO. TBD**

**BETWEEN**

**HPS Development Co., LP,  
One Sansome Street, Suite 3200  
San Francisco, California 94104**

**AND**

**[Contractor]**

**[License No.]**

**CONTRACTOR AGREEMENT  
(HUNTERS POINT SHIPYARD – PHASE 1 - REGIONAL PARKS)**

**TABLE OF CONTENTS**

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1.	DEFINITIONS.....	2
ARTICLE 2.	THE WORK.....	4
ARTICLE 3.	THE CONTRACT DOCUMENTS .....	5
ARTICLE 4.	ARCHITECT AND OTHER CONSULTANTS .....	6
ARTICLE 5.	INSTRUMENTS OF SERVICE.....	6
ARTICLE 6.	CONTRACT PRICE.....	8
ARTICLE 7.	PROJECT QUALIFICATIONS .....	8
ARTICLE 8.	PAYMENT .....	8
ARTICLE 9.	LIENS .....	15
ARTICLE 10.	FINANCIAL RECORDS AND WORK RECORDS .....	15
ARTICLE 11.	CONTRACT TIME/CONSTRUCTION SCHEDULE .....	16
ARTICLE 12.	DELAYS AND EXTENSIONS OF TIME.....	18
ARTICLE 13.	CHANGES IN THE WORK.....	21
ARTICLE 14.	INDEMNIFICATION.....	25
ARTICLE 15.	OWNER .....	26
ARTICLE 16.	CONTRACTOR’S GENERAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.....	29
ARTICLE 17.	SUBCONTRACTORS, SUBCONTRACTS AND SUPPLIERS.....	37
ARTICLE 18.	PROTECTION OF PERSONS, PROPERTY, WORK AND PROJECT SITE; SITE CLEANING; AND HAZARDOUS MATERIAL .....	39
ARTICLE 19.	WARRANTY.....	45

ARTICLE 20.	INSURANCE.....	46
ARTICLE 21.	MEETINGS, INSPECTIONS AND CORRECTIONS .....	47
ARTICLE 22.	PERFORMANCE AND PAYMENT BONDS.....	47
ARTICLE 23.	TERMINATIONS AND DEFAULTS.....	47
ARTICLE 24.	RESOLUTION OF CLAIMS AND DISPUTES .....	51
ARTICLE 25.	MISCELLANEOUS PROVISIONS .....	54

## EXHIBITS TO AGREEMENT:

Exhibit A	Depiction of Project Site
Exhibit B	Scope of Work
Exhibit C	List of Drawings, Specifications and other Related Technical Documents
Exhibit D	Agreement to be Bound, Project Labor Agreement (Phase 1 of Hunters Point Shipyard
Exhibit E	Design-Build Work
Exhibit F	Schedule of Values
Exhibit F-1	Anticipated Monthly Draw Schedule
Exhibit G	Project Qualifications and Exclusions
Exhibit H	Application for Payment
Exhibit I	Lien Indemnity
Exhibit J	Schedule of General Conditions
Exhibit K	Close-Out Documents
Exhibit K-1	Contractor's Affidavit
Exhibit K-2	Contractor's Release and Waiver
Exhibit K-3	Waiver of Lien/Litigation
Exhibit K-4	Contractor's Guarantee to Owner
Exhibit K-5	Consent of Surety
Exhibit L	Schedule of Labor Rates
Exhibit M	Notice to Proceed
Exhibit N	Intentionally Omitted
Exhibit O	Weather Delays Log
Exhibit P	Deficiency Notice
Exhibit Q	Project Management Team
Exhibit R	Traffic Control Plan
Exhibit S	Health and Safety Plan
Exhibit T	OSHA Addendum
Exhibit U	Hazardous Materials Certificate
Exhibit V	Material Safety Data Sheets
Exhibit W	Insurance
Exhibit X	California Form of Conditional Lien Release Upon Progress Payment
Exhibit Y	California Form of Unconditional Lien Release Upon Progress Payment
Exhibit Z	California Form of Conditional Lien Release Upon Final Payment
Exhibit AA	California Form of Unconditional Lien Release Upon Final Payment
Exhibit BB	OCIP Addendum – Agreement between Owner and Contractor
Exhibit BB-1	OCIP Addendum – Subcontractor Agreement between Contractor and Subcontractor
Exhibit BB-2	California Civil Code section 2782.95 Wrap Up Disclosure
Exhibit BB-3	Contractor/Subcontractor Bid Credit Enrollment Form (Aon-A)

**CONTRACTOR AGREEMENT  
(HUNTERS POINT SHIPYARD – PHASE 1 - REGIONAL PARKS)**

Date: \_\_\_\_\_, 2014 (the “Effective Date”)

DISPUTE RESOLUTION. CONTRACTOR IS ADVISED THAT THIS AGREEMENT REQUIRES THAT CERTAIN DISPUTES BE RESOLVED BY ARBITRATION, AS MORE SPECIFICALLY SET FORTH IN ARTICLE 24.

This CONTRACTOR AGREEMENT (HUNTERS POINT SHIPYARD - PHASE I- REGIONAL PARKS), as amended from time to time pursuant to a Change Order, as defined below or Amendment under Section 25.17), this “**Agreement**”) is entered into by and between HPS Development Co., LP, a Delaware limited partnership (“**Owner**”), and [Contractor], a California Corporation (“**Contractor**”). Owner and Contractor are individually referred to herein as the “**Party**” and collectively, as the “**Parties**”.

**RECITALS**

A. Owner is master developer of Phase 1 of the Hunters Point Shipyard in the City and County of San Francisco, California (the “**City**”) in the area commonly known as Bayview Hunters Point (the “**Master Project**”).

B. Owner’s development of the Project Site is subject to that certain Disposition and Development Agreement Hunters Point Shipyard Phase 1 originally by and between the Redevelopment Agency of the City and County of San Francisco, a public body corporate and politic, of the State of California, and Lennar – BVHP, LLC, a California limited liability company (“**Lennar BVHP**”), dated as of December 2, 2003 and recorded in the Official Records on April 5, 2005 as Document No. 2005H932190 at Reel I861, Image 564 (the “**Original DDA**”), as amended by that certain First Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1 dated as of April 4, 2005 and recorded in the Official Records on April 5, 2005 as Document No. 2005H932191 at Reel I861, Image 565 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1 dated as of October 17, 2006 and recorded in the Official Records on October 26, 2006 as Document No. 2006I275571 at Reel J254, Image 429 (the “**Second Amendment**”), and as further amended by that certain Amendment to Attachment 10 (Schedule Of Performance For Infrastructure Development And Open Space “Build Out” Schedule Of Performance) to the Disposition And Development Agreement Hunters Point Shipyard Phase 1 dated as of August 5, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-I738449 at Reel J254, Image 429 (the “**Third Amendment**”), and as further amended by that certain Fourth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1) dated as of August 29, 2008 and recorded in the Official Records on March 24, 2009 as Document No. 2009-I738450 at Reel J854, Image 186 (the “**Fourth Amendment**”), and as further amended by that certain Fifth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1) dated as of November 3, 2009 and recorded in the Official Records on November 30, 2009 as Document No. 2009I879123 at Reel K28, Image 60 (the “**Fifth Amendment**”), and as further amended by that certain Sixth Amendment to Disposition and Development Agreement (Hunters Point Shipyard Phase 1) dated as of December 19, 2012 and recorded in the Official Records on February 11, 2013 as Document No. 2013J601488 (the “**Sixth DDA Amendment**”) and together with the Original DDA, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and as may be further amended and supplemented from time to time, the “**Horizontal DDA**”). Effective as of August 29, 2008, Lennar BVHP assigned its interests in the Horizontal DDA to Owner.

C. The Office of Community Investment and Infrastructure Successor Agency, a public body, corporate, and politic, of the State of California (the “**OCII**”), the successor to the Successor



Agency to Redevelopment Agency of the City and County of San Francisco, a public body, corporate, and politic, of the State of California (the “**Agency**”) owns certain parcels of land, commonly known as the Hilltop/Coleman Bluff Regional Park (“**Hillpoint Park**”) and Innes Court Regional Park (“**Innes Court Park**”) (collectively “**Regional Parks**”), Lots A and H on Sheet 7 of Final Map 4231, inclusive, and generally depicted on **Exhibit A** (the “**Project Site**”).

D. Owner will enter into a Permit to Enter with the OCII that shall govern certain rights and obligations of Owner with respect to the use of the Project Site. Upon execution of the Permit to Enter, it will become a Contract Document. The form of the Permit to Enter is available upon request.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **ARTICLE 1. DEFINITIONS**

**1.1 Definitions.** The following terms shall have the meanings ascribed to them below:

“**Affiliate**” is defined as any Person related to or affiliated with Owner or in which Owner has direct or indirect ownership or control, including, (i) any Person owned in whole or in part by Owner; and (ii) any Person with more than a twenty percent (20%) interest in Owner and all such parties' respective employees, officers, directors, shareholders, agents, representatives, and all of their respective successors and assigns.

“**Agency Parties**” is defined as the OCII, the Agency, and the City and each of their respective supervisors, commissioners, officers and employees.

“**Agency Policies**” is defined as the Prevailing Wage Requirements (Labor Standards), the Minimum Compensation Policy, the Health Care Accountability Policy, the Bayview Hunters Point Employment and Contracting Policy (as revised and interpreted with respect to the Project, the “**BVHP ECP**”), the Equal Benefits Policy, the Nondiscrimination in Contracts, and the Small Business Enterprise Policy, and other applicable policies required under the terms of the Horizontal DDA, in each case as amended or supplemented from time to time. Contractor acknowledges and agrees that all such policies in effect as of the Effective Date have been previously provided.

“**Applicable Laws**” is defined as provisions of (1) all applicable state, federal and local decisional or statutory laws, ordinances, statutes, orders, codes, and any rules, regulations, or administrative interpretations of any of the foregoing promulgated by any Governing Authority, (2) any judgment, decree, writ, or order, and (3) any permit or authorization of any nature required lawfully to undertake any portion of the Work.

“**Architect**” is defined as the landscape architect for the Project that is Conger Moss Guillard, a California corporation, or any permitted successor or assignee.

“**Business Day**” is defined as Monday through Friday of each week, except that a legal holiday recognized by the U.S. Government shall not be regarded as a Business Day. References to days in the Contract Documents shall mean calendar days unless stated otherwise. When any period of time is referred to in the Contract Documents by days or Business Days, it will be computed to exclude the first and include the last day of such period.

“**BVHP Area**” is defined as the location in the City of San Francisco, having the zip codes of 94124, 94134 and 94107.

**“Consultant”** is defined as Owner’s Architect, engineers, architects and any other Person performing design services or services for the Project, including Construction Manager.

**“Construction Manager”** is defined as TMI/HCI Joint Venture, an unincorporated joint venture, or any permitted successor or assignee.

**“Contractor Party”** or **“Contractor Parties”** is defined as individually or collectively Contractor’s employees, agents, Subcontractor, Sub-tier Subcontractors, Suppliers, consultants, subconsultants (including those employed directly or indirectly by such agents, employees, Subcontractors, Sub-tier Subcontractors, suppliers, consultants, and subconsultants), and any other Persons present at the Project Site under Contractor’s supervision or control.

**“Design-Build Work”** is defined as work which includes Work in conjunction with architectural services, engineering services, landscape architectural services or any other professional design services for the Project.

**“Drawings”** are the graphical and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details schedules and diagrams.

**“Entity”** is defined as any corporation, firm, partnership, limited liability company, limited partnership, association, joint venture, or similar entity.

**“Final Completion”** is defined as the time when Owner and its Architect have agreed in writing that the Punchlist items attached to the Certificate of Substantial Completion have been fully and finally completed or corrected in accordance with the Contract Documents to Owner’s reasonable satisfaction.

**“Float”** is defined as the amount of time that any work activity can be delayed without adversely affecting any succeeding activity and/or Final Completion.

**“Governing Authority”** is defined as any governmental or quasi-governmental authority or agencies, bodies, federal and state legislature, authorities, public utilities, and courts having jurisdiction over the Work, or any portion of Work or the Project.

**“Improvements”** is defined as all of the construction and services required of the Project Manual and as depicted in and defined by the Drawings and Specifications.

**“Instruments of Service”** is defined as representations, in any medium of expression, of the tangible and intangible creative work performed by an architect, consultants and Owner’s Consultants. Instruments of Service may include studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**“Monthly Progress Report”** is the monthly report required to be provided by Contractor to Owner, the content of which is described in Section 16.1.13 and elsewhere in the Agreement.

**“Person”** is defined as any natural person or Entity.

**“Product Data”** is defined as illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

**“Project”** is defined as the Improvements on the Project Site, commonly referred to as the Regional Parks.

**“Project Manual”** is defined as the Project Manual Bid Specifications Volumes 1 and 2 manual created for

the Project by Owner's Consultants that contains Specifications, design criteria, processes, procedures and other details for construction of the Project, entitled, Hilltop Regional Parks, Construction Project, Hunters Point Shipyard, Redevelopment Project, Parcel A', San Francisco, CA, dated May, 2014, as amended from time to time, to the extent it pertains to the Project.

**"Samples"** is defined as physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**"Shop Drawings"** is defined as drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a Subcontractor, Sub-tier Subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.

**"Specifications"** is defined as that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related Services.

**"Standard of Care"** is defined as, with respect to Contractor and any Subcontractor, that Contractor and Subcontractors possess a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity, location and nature of the Project and that each Contractor and Subcontractor will perform the Work, including any Design-Build Work, with and exercise the care, skill, diligence and expertise expected of a contractor or subcontractor performing Work on such Project.

**"Stipulated Interest Rate"** is defined as 3% per annum simple.

**"Subcontractor"** is defined as a Person, firm, or corporation and all of its employees who has or have a direct or indirect contract with Contractor to perform a portion of the Work at the Project Site.

**"Substantial Completion"** is defined as the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended, including, Owner may legally occupy the premises and all services, equipment, and utilities necessary for such beneficial occupancy are operational.

**"Sub-tier Subcontractor"** is defined as any Person performing any of the Work at the request of any Subcontractors.

**"Supplier"** is as a Person and all of its employees that is a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct or indirect contract with Contractor, Subcontractor or Sub-tier Subcontractor to furnish material or equipment to be incorporated in the Work or facilitate performance thereof.

**"Trucking Administrator"** is defined as Butler Enterprises Group, LLC, or its any permitted successor or assignee.

**1.2 Capitalized Terms.** Other terms that are capitalized that are not proper names shall have the meanings ascribed to them in this Agreement.

## **ARTICLE 2. THE WORK**

**2.1 Description of Work.** Contractor shall furnish all management services, supervision, administration,

labor, materials, tools, systems, machinery, equipment, transportation, fuel, power, light, heat, telephone, water, sanitary facilities, utilities, permits (if any) for proper execution and completion of the Work described in the Scope of Work attached in **Exhibit B**, whether temporary or permanent and whether or not it is to be incorporated into Project, including all matters incidental and reasonably inferable from the Contract Documents (collectively, the “**Work**”). In the event of a conflict between the Work description in **Exhibit B** and the body of this Agreement, the more inclusive provisions prevail, and thereafter **Exhibit B**.

**2.2 Performance of Work.** Contractor shall fully execute the Work described in the Contract Documents (as defined below), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Contractor shall furnish all of the work indicated by and reasonably inferable from the Contract Documents, as well as all work required to design and complete the Design-Build Work (if any) consistent with the Standard of Care, all to Owner's satisfaction and in strict accordance with (i) the requirements of any Governing Authority, (ii) the Contract Documents, and (iii) the Applicable Laws, which shall govern in the event of any inconsistency among the documents.

### **ARTICLE 3. THE CONTRACT DOCUMENTS**

**3.1 Contract Documents.** The “**Contract Documents**” consist of the following documents:

- (i) This Agreement and all attached Exhibits, Addendum and Agency Policies;
- (ii) Any modifications to this Agreement, including, Change Orders;
- (iii) All Drawings and Specifications listed in attached **Exhibit C**;
- (iv) The Memorandum of Agreement for Hunters Point Shipyard Redevelopment Project between Lennar/BVHP and San Francisco Building & Construction Trades Council, et al, dated March 24, 2008 (as amended from time to time, the “**PLA**”), as previously provided, with the “Agreement to be Bound”, attached as **Exhibit D**;
- (v) All Environmental Compliance Plans applicable to the Work, including the Transportation and Disposal Plan; Environmental Health and Safety Plan; Contingency Plan for the Management of Abrasive Blast Material and Unknown Hazardous Materials; Plans for Parcel A for compliance with Article 31 Plans of the San Francisco Health Code (“**Article 31 Plans**”), the Naturally-Occurring Asbestos Dust Mitigation Plan, Parcel A’ Phase I Development Hunters Point Shipyard, dated 9/2005, revised 5/2009 approved by the Bay Area Air Quality Management District (“**ADMP**”), Soil Importation Plan; the Project Mitigation Monitoring and Reporting Plan (“**Project MMRP**”), the Storm Water Pollution Prevention Plan (“**SWPPP**”), and all other Environmental Compliance requirements set forth in the Project Manual, all as previously provided or made available to Contractor;
- (vi) The Project Manual; and
- (vii) The Permit to Enter.

**3.2 Correlation, Intent and Conflict in the Contract Documents.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if requested by all; performance by Contractor shall be required only to the extent consistent with the Contract Document and/or reasonably inferable from them as being necessary to produce the indicated results. In the event of conflict between or among the Contract Documents, where the conflict relates to the scope of the Work, the

Contract Document with the greater obligation shall control. Notwithstanding anything to the contrary, if Sections 00802, 00805, 00810, 00811, 01025, 01035, 01310, or 01700 of the Project Manual cannot be integrated with the provisions of this Agreement, this Agreement takes precedence. In the event of a conflict within the same Contract Document, explanatory notes take precedence over graphic indications, larger scale drawings, and details take precedence over smaller scale drawings, and figured dimensions take precedence over scaled dimensions. Notwithstanding anything to the contrary, before Contractor proceeds with any Work related to any conflict among or between the Contract Documents, Contractor shall promptly notify Owner and Owner shall provide Contractor with necessary corrections in accordance with any applicable provision of this Agreement or, if there are no applicable provisions, then as reasonably decided by Owner and/or its Consultants.

**3.3 Acknowledgement.** Contractor acknowledges, agrees and represents that it has received and reviewed all of the Contract Documents, or had the opportunity to review the documents, and that it will strictly comply with the Contract Documents.

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Contractor's Initials

#### **ARTICLE 4. ARCHITECT AND OTHER CONSULTANTS**

**4.1 On-Site Observations.** Architect or other Consultants will conduct on-site observations and checks of the Work in progress to determine in general, exclusively for Owner's benefit, if the quality and progress of the Work are in compliance with the Contract Documents. However, such observation shall not constitute acceptance of the Work observed and shall not relieve Contractor of its responsibility to comply with the Contract Documents. Contractor shall make the site available for Architect and Consultants.

**4.2 Architect's and Consultants' Authority.** Architect and Consultants shall have the authority, but not the obligation to Contractor, to reject Work which does not comply with the Contract Documents and such rejection shall be final and conclusive upon Contractor. Architect and Consultants shall have the authority, but not the obligation to Contractor, to require special testing and inspection by others as Engineer deems necessary to ensure compliance with the Contract Documents. Failure to reject, test, or inspect Work shall not be construed as Owner's acceptance. If the testing or inspection required by Architect or Consultants will cause Contractor to incur additional cost or time, Contractor must seek the Owner's consent before proceeding. Absent the Owner's consent, Contractor will be responsible for any additional cost or time associated with testing and inspections.

#### **ARTICLE 5. INSTRUMENTS OF SERVICE**

##### **5.1 Ownership and Use of Instruments of Service.**

**5.1.1** Consultants shall be deemed the authors and owners of their respective Instruments of Service, and will retain all common law, statutory and other reserved rights, including copyrights, unless stated otherwise in their contracts. Contractor shall not own or claim a copyright in the Instruments of Service for the Project.

**5.1.2** Contractor and Contractor Parties are authorized to use and reproduce the Instruments of Service solely for execution of the Work. Neither Contractor nor Contractor Parties may use the Instruments of Service for any other projects without the written consent of Owner and the authors of the Instruments of Service. All information, documents and electronic media furnished by Owner to Contractor are proprietary and shall be kept confidential by Contractor except as reasonably necessary to accomplish the Work. Upon request by Owner, Contractor shall immediately return all copies of the Instruments of Service

and any other documents to Owner. Contractor shall specifically cause each of its Subcontractors and Suppliers to warrant and represent all items set forth in this Section 5.1.2.

## **5.2 Design-Build Work (if any).**

**5.2.1** Contractor shall prepare and complete, as part of the Work, the design and construction documents for all Design-Build Work designated in (i) **Exhibit E**, and (ii) the Specifications as performance specifications in accordance with the provisions of the Contract Documents. Contractor shall coordinate, and shall cause its Subcontractors to coordinate the Design-Build Work with the design services of Architect and other Consultants.

**5.2.2** Contractor will engage Subcontractors to furnish Owner with design documents suitable for construction that may consist of drawings, specifications, and/or other documents. Contractor or its Subcontractors shall (i) set forth in detail the requirements for construction of the Design-Build Work; (ii) provide information for the use of Contractor and Subcontractors on the Project, including all documents customarily required for Governing Authorities' approvals; and (iii) comply with all Applicable Laws, regulations, and permits for the Design-Build Work.

**5.2.3** All drawings, models, shop drawings, specifications and other documents (including computer tapes or disks containing the data necessary to reproduce such documents) prepared by Contractor and Subcontractors for the Design-Build Work on the Project are "**Design-Build Documents**". Contractor's contracts with any Subcontractor performing Design-Build Work shall, or shall require such Subcontractor to, transfer, convey, and assign all ownership, rights, title and property interest in the Design-Build Documents, including all common law, statutory and other reserved rights (including copyright) to Owner, provided that Contractor or Subcontractor is paid.

**5.2.4** Contractor represents, warrants and covenants that the Design-Build Documents do not and will not infringe on any copyrights, trade secrets or other similar intellectual property rights of any third party.

**5.2.5** Owner and Owner's Affiliates may use the Design-Build Documents and related concepts, and any and all electronic methods of reproducing the Design-Build Documents and related concepts, without any further obligation or payment to Contractor in relation to such use. Owner agrees that any reuse of the Design-Build Documents on any other project other than the Project, will be at Owner's sole risk and without liability or legal exposure to Contractor or any Subcontractor performing Design-Build Work and Owner shall defend, indemnify and hold harmless such Persons from any and all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from Owner's or any Owner's Affiliates' reuse of the Design-Build Documents on any other project other than the Project.

**5.2.6** The Design-Build Documents shall be (i) consistent, coordinated, and comply with all of the Drawings and Specifications prepared by Architect and all other consultants and other requirements in the Contract Documents; (ii) consistent with the Standard of Care; and (iii) in compliance with all Applicable Laws, including all applicable building codes.

**5.2.7** As requested by Owner, Contractor and its Subcontractors performing Design-Build Work shall meet and confer with Architect and/or Consultants to review the in-progress Drawings and Specifications before such Drawings and Specifications are issued for construction. During such review, Contractor and Subcontractors shall cooperate with Owner, Architect and/or Owner's Consultants to explore design alternatives, constructability and installation issues, material selection, system specifications, sequencing, phasing, locating, and other coordination issues.

## ARTICLE 6. CONTRACT PRICE

**6.1 Contract Price.** In consideration of the full and complete performance of the Work, Owner agrees to pay to Contractor, subject to additions and deductions by Change Order, the amount of **One Million, Three Hundred and Twenty-Four Thousand, One Hundred and Thirty-Four Dollars and Nineteen Cents (\$1,324,134.19)** (the “**Contract Price**”) in the manner described below. This Agreement is a lump sum contract. Costs that exceed the Contract Price, as adjusted by Change Order, shall be borne solely by Contractor.

**6.2 Schedule of Values.** The Contract Price is based upon the Schedule of Values, attached as **Exhibit F**. The Schedule of Values includes both Work to be performed by Contractor's own forces and by all of its Subcontractors. The Schedule of Values allocates the entire Contract Price among the various portions of the Work by line item. The Schedule of Values and Line Item Breakdown shall be used as the basis for Contractor's Applications for Payment. Owner and Construction Manager must approve the Schedule of Values before the Work commences.

**6.3 Monthly Draw Schedule.** At least two (2) weeks prior to Contractor's first Application for Payment, Contractor shall provide Owner and Construction Manager with a schedule of anticipated payments, the “**Anticipated Monthly Draw Schedule**”. The Anticipated Monthly Draw Schedule shall be in a form and substance reasonably satisfactory to Owner, which shall be similar to **Exhibit F-1**.

## ARTICLE 7. PROJECT QUALIFICATIONS

**7.1 Project Qualifications.** Prior to Contractor's execution of this Agreement, Contractor shall deliver to Owner and Construction Manager (i) a Schedule of Values; (ii) a list of Plans, Specifications and other related documents (soils reports, etc.); and (iii) a list of qualifications, clarifications, assumptions, allowances and unit prices (including such narrative as may be required) and this list will be referred to as the “**Project Qualifications and Exclusions**”. Each of the documents delineated in clauses (i) through (iii) above shall be in format, form and substance reasonably satisfactory to Owner and Construction Manager. To the extent that Contractor's requested Project Qualifications and Exclusions, include exceptions, exclusions and inclusions of Work set forth in the Contract Documents, Contractor must state the reason for the requested exception, exclusion, and inclusion, and provide an estimate and allowance for those exceptions, exclusions and inclusions. All Project Qualifications and Exclusions must be agreed to, in writing, before any Work commences. Contractor agrees that all work that is reasonably inferred from the Contract Documents, that has not been excepted or excluded in the Project Qualifications and Exclusions, is included in the Scope of Work and the Contract Price. The Project Qualifications and Exclusions are set forth in **Exhibit G** hereto. The Project Qualifications and Exclusions shall only be modified in response to modifications to the Plans and Specifications made after the Effective Date.

## ARTICLE 8. PAYMENT

### **8.1 Applications for Payment.**

**8.1.1 Progress Payment.** Contractor is entitled to receive monthly payments (“**Progress Payment**”) based upon an Application for Payment that is in substantial conformance with **Exhibit H**. Monthly, Contractor shall submit an Application for Payment to Owner and Construction Manager using the Schedule of Values and any Change Orders with respect to the portion of the Work completed during the invoice period (simultaneously therewith sending copies thereof to any lender(s) of Owner (“**Lender**”), if any, as Owner may direct).

**8.1.2 Pencil Draw.** On or before the twenty-fifth (25th) day of the month immediately preceding a month in which Contractor will submit an Application for Payment, Owner, Construction Manager and/or

Architect (if requested by Owner) and Contractor shall meet to review a preliminary draft of such Application for Payment prepared by Contractor (“**Pencil Draw**”). Contractor shall revise the Pencil Draw in accordance with any objection or recommendation of Owner or Construction Manager or, to the extent applicable, Architect or any Lender. The revised Pencil Draw shall be resubmitted by Contractor to Owner as the Application for Payment due on the fifth (5th) day of the month immediately following the month in which the Pencil Draw was first submitted. Contractor shall also submit with each Application for Payment a written narrative describing the basis for any item set forth in the Application for Payment that does not conform to instructions of Owner, Construction Manager or Architect. Each Application for Payment shall be submitted no later than the fifth (5th) day of each month, or the first Business Day thereafter if the fifth (5th) day of the month falls on a day other than a Business Day.

**8.1.3 Contents of Application for Payment.** Each Application for Payment must include the following:

- (i) A duly executed and acknowledged affidavit showing all trade payment breakdown for the Work for which Contractor and each Subcontractor is responsible and the amount to be paid to Contractor, with such breakdown being submitted on Form AIA G703 Continuation Sheet or such other form as Owner may reasonably require including a “**Contractor’s Sworn Statement**”. Contractor’s Sworn Statement is not required to be notarized;
  - (ii) Copies of all invoices for all materials suitably stored, all bills of lading for all materials brought to the Project Site, lists of all materials purchased and invoices for such materials and a sufficient number of photographs to accurately depict the Work for which Contractor is requesting payment, to the extent requested by Owner or Construction Manager;
  - (iii) A “**Lien Indemnity**” (in the form attached to Agreement as **Exhibit I**) covering all Contractor Parties. Contractor shall provide Owner with waiver and release forms that shall include the following:
    - (a) completed conditional waiver and release forms from all Subcontractors and Suppliers (and their Sub-tier Subcontractors and suppliers, if any) for whose work in the preceding month payment is sought in the Application of Payment; and
    - (b) completed unconditional waiver and release forms for all Subcontractors and Suppliers (and their Sub-tier Subcontractors and suppliers, if any) for whose work and/or materials payment was made by Owner in response to Contractor’s immediately preceding Application for Payment.
- Each waiver and release shall cover all Work included in the Application for Payment to which it pertains, and shall be signed only by an authorized representative of each Subcontractor and Supplier (and their Sub-tier Subcontractor or supplier, if any) named therein, and shall be in the forms attached hereto as **Exhibits X, Y, Z and AA**.
- (iv) A trade payment breakdown for the Work for which Contractor and each Subcontractor is responsible, with such breakdown being submitted on a standardized form reasonably approved by Owner;
  - (v) One copy of Contractor’s certified payroll for the period involved, including payrolls for Subcontractors;
  - (vi) A Monthly Updated Schedule;



- (vii) Daily Field Reports for the payment period;
- (viii) Payment applications of Subcontractors; and
- (ix) All information reasonably requested by Owner or its Lender to evaluate the Application for Payment.

**8.1.4** Owner (or its Consultant) will evaluate the Application for Payment within ten (10) days after receipt and issue to Contractor of an approval or disapproval of the submitted Application for Payment, notifying Contractor of its reasons for withholding approval. Approval of an Application for Payment or Owner's payment of the Application for Payment shall not constitute (i) a representation that the Work conforms to the Contract Documents; (ii) an acceptance of any nonconforming Work; or (iii) a waiver of any term of the Contract Documents.

**8.1.5** If Owner (or its Consultant) determines that the Application for Payment does not accurately reflect the quantity or quality of the Work actually performed by Contractor or any Subcontractor, Owner may withhold payment for such disputed Work. Owner may withhold payment to Contractor for such disputed items until any such dispute is resolved.

**8.1.6** If Contractor submits an Application for Payment that is not in proper form, then Owner shall notify Contractor and Owner shall issue a Progress Payment for that portion of the Application for Payment that is in proper form. Owner may withhold payment until the Application for Payment is in proper form.

**8.1.7** Owner will remit to Contractor the approved portion of the Progress Payment less retainage of ten percent (10%) and less any amounts Owner may withhold or deduct in accordance with any applicable provision of this Agreement, within thirty (30) days after receipt of an approved Application for Payment.

**8.1.8** Computation of Amount. Each Application for Payment shall show Contractor's monthly general condition expenses based upon the Schedule of General Conditions attached as **Exhibit J** hereto billed as agreed to by Owner and Contractor, and the percentage of completion of each portion of the Work (other than Contractor's general condition expenses) that has been actually completed, all as of the end of the period covered by the Application for Payment. Subject to other express provisions of the Contract Documents, the amount of each Progress Payment shall be computed as follows:

- (i) Multiply the percentage of the Work performed by the Work completed in the Schedule of Values;
- (ii) Subtract a sum equal to ten percent (10%) of the total cost of the Work including the general conditions that are the subject of the Application for Payment;
- (iii) Subtract the aggregate of previous payments made by Owner;
- (iv) Subtract the shortfall, if any, indicated by Contractor in the documentation required to substantiate prior Applications for Payment or resulting from errors subsequently discovered by Owner's accountants in such documentation; and
- (v) Subtract amounts, if any, that Owner has withheld or deducted in accordance with any of the provisions of this Agreement.

## **8.2** Final Payment.

**8.2.1 Certificate of Substantial Completion.** When Contractor determines that it has met its obligations under the Contract Documents, Contractor shall certify to Owner that the Work (or portion thereof) is substantially complete (except for items specifically listed by Contractor as incomplete) (the “**Notice of Substantial Completion**”), in a form agreed to by Owner and Contractor. Thereafter, in accordance with the procedures set forth in the Contract Documents, Owner, its Consultants and Contractor shall make an inspection of the Work (or portion thereof). If Owner (or its Consultants) does or does not consider the Work (or portion thereof) substantially complete, Owner shall notify Contractor in writing giving its reasons. If Owner (or its Consultants) considers the Work substantially complete a Certificate of Substantial Completion will be completed that shall include by attachment a list of items to be completed or corrected before final payment (the “**Punchlist**”).

**8.2.2 Punchlist.** Within five (5) Business Days after Contractor’s receipt of the Punchlist, Contractor will provide Owner with a schedule to complete the work on the Punchlist. Owner must agree to the schedule for completion of the Punchlist.

**8.2.3 Substantial Completion Application for Payment.** Within ten (10) days after the issuance of the Certificate of Substantial Completion, Contractor will submit Contractor’s Application for Payment for all Work completed on which the Certificate of Substantial Completion is based, in accordance with the applicable provisions of Section 8.1.

**8.2.4 Payment.** Within thirty (30) days after Contractor’s submission to Owner of the Application for Payment, provided Contractor has submitted all required supporting documents to Owner and has achieved Substantial Completion pursuant to the time requirements of this Agreement, Owner shall pay Contractor an amount sufficient to increase the total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts permitted under this Agreement, less one hundred fifty percent (150%) of the estimated cost to complete the Punchlist. If Contractor has not achieved Substantial Completion by the Contract Time, then the amount Owner is required to pay Contractor may be further reduced by the liquidated damages authorized under Section 12.8.

**8.2.5** After Contractor has, in the sole and absolute discretion of Owner: (a) satisfactorily completed all corrections identified during the final inspection and set forth on the Punchlist, (b) has delivered, all of the items set forth below as well any other documents required by the Contract Documents, and (c) satisfactorily completed Contractor’s final cleaning of the Project, then Contractor may make its final application for payment (the “**Final Application for Payment**”) following the same procedures for Progress Payments. Contractor’s Final Application for Payment shall be accompanied by (except to the extent previously delivered):

- (i) A list of each Subcontractor, including addresses, telephone numbers and names of individual representatives of Subcontractors who are familiar with the Project;
- (ii) Contractor’s Sworn Statement, together with evidence, satisfactory to Owner and Lender (if applicable), establishing Contractor’s full payment of all amounts due to all Subcontractors and Suppliers (with the exception of retentions and final payments);
- (iii) One set of all written guarantees and warranties from all Subcontractors, in form and content acceptable to Owner;
- (iv) One set of blueline prints of all As-Built drawings and a complete list thereof certified by Contractor, as well as the record set of Plans and Specifications, Addenda, Change Orders, other modifications and approved submittals maintained at the Project Site by Contractor;

- (v) Three sets of all manufacturers' brochures, instructions and specifications and any other warranties or guarantees received from manufacturers, Suppliers and Subcontractors, including operating and maintenance manuals;
- (vi) Conditional Waiver and Release Upon Final Payment for Contractor and each Subcontractor and Supplier or acceptable bonds or other collateral permitted by the Contract Documents;
- (vii) Evidence of the absence of any liens recorded against the Project or any portion thereof, as well as the absence of stop notices served on Lender (if applicable), and evidence that all fixtures and equipment required under this Agreement for the operation of the Project have been installed and that the same are free and clear of all liens, title retention agreements and security interests. A Preliminary Title Report provided by Owner or compliance by Contractor with Section 8.1.3 shall constitute such evidence of the absence of any liens recorded against the Project;
- (viii) Evidence of the continued effectiveness of any insurance required pursuant to Article 20 after Final Payment is made, and Contractor's certificate that Contractor possesses no information that such insurance will not be renewed or renewable for the entire period required pursuant to Article 20;
- (ix) The consent of any surety to Final Payment on AIA Form G706 or such other mutually agreeable form;
- (x) Any certificates, licenses, or permits issued by any Governing Authority required by the Contract Documents to evidence compliance of the Work with Applicable Laws;
- (xi) The training of Owner's designated personnel with respect to use, maintenance, and operation of all equipment installed at the Project;
- (xii) All of the Project Closeout Forms, properly completed and executed, as set forth in attached Exhibit K through K-5 or as otherwise called for in the Contract Documents; and
- (xiii) A written description with reasonable specificity of all of the unresolved claims or the documents evidencing all of the unresolved claims for adjustments to Contract Time or additional compensation to Contractor. Notwithstanding anything to the contrary in this Agreement, such written description or documents must be provided by Contractor with its Final Application for Payment.

**8.2.6** If any Subcontractor or Supplier fails to furnish the lien waiver required by clause (vi) above, Contractor may furnish a bond or other collateral satisfactory to Owner and Lender, if any, to indemnify against, and hold Owner, the Project, and the Lender, if any, harmless from any lien of such Subcontractor or Supplier and all other Contractor Parties.

**8.2.7** Provided Owner is not in default of its payment obligations hereunder to Contractor, Contractor shall promptly and satisfactorily settle all claims for services performed and materials furnished in connection with the Work. If Contractor fails or refuses to promptly and satisfactorily settle any claim, or to bond around the claim pursuant to Section 9.1, Owner, after written notice to Contractor, shall have the right (but not the obligation) to withhold from subsequent Applications for Payment an amount equal to one hundred fifty percent (150%) of the amount claimed or in dispute.

**8.2.8 Payment Upon Final Completion.** If Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will, within fifteen (15) days after receipt of the Final Application for Payment, indicate Owner's approval. Otherwise, Owner will return the Final Application for Payment to Contractor, indicating the reasons for not approving Final Payment. Contractor shall then make the necessary corrections and resubmit the Final Application for Payment. Thirty-five (35) days after presentation to Owner of the approved Final Application for Payment and all required accompanying documentation, the amount approved by Owner will become due and payable by Owner to Contractor.

**The acceptance of Final Payment by Contractor shall constitute a waiver of all claims for adjustments to the Contract Time or Contract Price, except those previously identified and made in writing by Contractor, as unsettled at the time of the Final Application for Payment, as required under Section 8.2.5(xiii). Final Payment to Contractor shall not constitute a waiver of any claims by Owner.**

**8.3 Right to Withhold Payments.** Owner may withhold all or the applicable portion of any Progress Payment or Final Payment otherwise due Contractor for any of the following reasons:

- (i) Omission of any Work required by the Contract Documents or Contractor's failure to cure defective Work (up to one hundred fifty percent (150%) of the cost associated with such omissions or failure);
- (ii) Failure to submit to Owner all information (including complete and qualifying evidence of insurance in accordance with the provisions of Article 20), and all lien waivers and releases required under the Contract Documents;
- (iii) Recordation or filing of, mechanics' liens, supplier's liens, stop notices or bonded claims which are recorded or filed by Contractor or Contractor Parties, which claims are not bonded pursuant to Section 9.1, in which case Owner may withhold in the case of a lien, stop notice, or notice of claim one hundred fifty percent (150%) of the amount sought; provided, however, the lien, stop notice or claims do not arise from Owner's default in its payment obligations hereunder;
- (iv) Contractor's failure to make payment properly to Subcontractors, Suppliers, union fringe benefit trust funds (to the extent required), or insurance carriers for the insurance requirements of Contractor required under the Contract Documents;
- (v) Substantial evidence produced by Owner that the Work will not be completed for the balance of the Contract Price (together with approved Change Orders) then unpaid, unless Contractor performs a sufficient portion of the remaining Work at Contractor's sole cost so that the portion of the Contract Price (together with approved Change Orders) then remaining unpaid is reasonably determined by Owner to be sufficient to complete the Work;
- (vi) Contractor's failure to complete the Work, or any reasonable indication that the Work will not be completed or performed, in strict accordance with the CPM Schedule;
- (vii) Contractor's failure to construct, install or perform the items of the Work as required in the Contract Documents, or any reasonable indication that Contractor will be unable to perform the items of the Work required;

- (viii) Contractor or any affiliate of Contractor is in default or breach of any term or condition of any other agreement with Owner or any Affiliate and notice thereof is or has been given to Contractor;
- (ix) The amount of the Application for Payment is disputed or the Application is not in the proper form as set forth in Section 8.1;
- (x) The Punchlist has not been completed;
- (xi) If Owner cannot obtain acceptance of the work by OCII or any other applicable Governing Authority as a result of Contractor's failure to perform Work required by the Contract Documents;
- (xii) If Contractor has not achieved Substantial Completion or Final Completion by the time set forth in this Agreement, Owner can withhold any liquidated damages authorized under Section 12.8; and
- (xiii) Any other grounds for withholding payment permitted by any Applicable Laws, or as otherwise permitted by the Contract Documents.

Whenever the grounds giving rise to the above withholding have been removed, Owner shall pay Contractor the amount withheld within five (5) Business Days from the date Owner receives the corresponding payment from Lender, if any, or the next Progress Payment cycle less any expenses reasonably incurred by Owner or damages sustained by Owner as a result of the withholding. The right to withhold payment shall be in addition to all other rights and remedies of Owner under the Contract Documents, at law or in equity. Owner may issue a written notice to Contractor reducing the Contract Price by an amount equal to that which Owner is entitled in the event of a credit to the Contract Price.

**8.4 No Interest.** Except as otherwise required by law, no interest shall be due or payable by Owner to Contractor, Subcontractor, Supplier or any other Person on any sums retained by Owner.

**8.5 Payments in Trust.** All sums paid to Contractor for the partial or complete performance of the Work, and any balance of the unearned Contract Price that is paid to Contractor, are paid in trust for the purpose of satisfying the unpaid claims of Subcontractors and Suppliers with respect to the Project; and such payments to Contractor shall not be due or payable to any others claiming in its place, until and unless the Work is fully completed and the claims of all Subcontractors and Suppliers have been fully paid and satisfied.

**8.6 Lenders and Escrow Holder.** If required by Owner, all Progress Payments or the Final Payment to Contractor shall be made through a construction escrow (the "**Escrow**") established with an entity selected by Owner or Lender (the "**Escrow Holder**") in accordance with the provisions of a construction escrow or disbursement agreement (the "**Escrow Agreement**"). Upon execution by all parties thereto, the Escrow Agreement shall be attached to this Agreement and made a part thereof. If any provision of this Agreement conflicts with the Escrow Agreement, or any other provision of the Contract Documents, the Escrow Agreement shall govern. Both Owner and Contractor shall use their best efforts to cooperate with the Escrow Holder and to comply with all requirements of the Escrow Agreement. All costs associated with the Escrow and Escrow Agreement shall be paid by Owner.

**8.7 Construction Loan.** Owner may finance the Work with a loan from one or more Lenders. Contractor understands that Owner must comply with the Lender's construction loan agreement(s) and Contractor agrees to comply with the requirements of Lender to the extent it bears upon the performance of the Work. Contractor also agrees to (i) make the Project Site available for inspection by the Lender; (ii) execute all

documents reasonably requested by Owner in connection with the assignment of this Agreement and the Contract Documents to Lender for collateral purposes, including the provision that Contractor agrees that, notwithstanding a default by Owner of this Agreement, Contractor will continue to perform its obligations hereunder (on the same terms and conditions as are set forth herein) for and on account of the Lender if the Lender shall agree to pay Contractor all undisputed amounts then due and owing Contractor under this Agreement and agrees to perform all obligations of Owner hereunder accruing from and after the date of such default by Owner; and (iii) promptly furnish Owner with information, documents, and materials, including, any commercially reasonable estoppel certificates that Owner may request to comply with the requirements of Lender.

## **ARTICLE 9. LIENS**

**9.1 Liens.** When a lien is recorded by Contractor Parties, Contractor shall, within fifteen (15) days after written notice from Owner, cause the lien to be removed from the Work and the Project Site by bond or other permanent means, unless the lien has been filed as a result of the failure of Owner to pay Contractor as required. If Contractor fails to remove the lien within such fifteen (15) day period, Owner is authorized, after written notice to Contractor, to use whatever means it deems appropriate to cause the lien to be removed, and the entire cost and expense thereof incurred by Owner or Owner's Lender(s) (including reasonable attorneys' fees and costs), shall be immediately due and payable to Owner by Contractor, or at Owner's option, all costs and expenses incurred by Owner and Lender shall be set off against monies due or to become due to Contractor under this Agreement. By posting a bond or other acceptable security, however, Contractor shall not be relieved of any responsibilities or obligations for indemnity pursuant to this Agreement. The costs of any premiums incurred in connection with such bonds and security required to be provided pursuant to this Section 9.1 shall be the responsibility of Contractor and shall not adjust the Contract Price.

**9.1.1** Contractor may dispute any such lien, provided Contractor causes the same to be removed promptly from the Project Site in accordance with the provisions of Section 9.1.

**9.1.2** Contractor shall not apply any payments made by Owner to Contractor to satisfy claims to Subcontractors, Suppliers, entities or insurance companies unless such claims have arisen as a result of the Work described in the invoice being paid by Owner.

**9.1.3** In addition to Owner's rights in Section 9.1, Owner may, at its sole option, issue joint checks to Contractor and to any Contractor Party to whom Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. The Owner may also, at its sole option, issue payment directly to the Contractor Party. The Parties agree that should the Owner, in its sole discretion, make payments directly to Contractor Party, Contractor shall remain responsible to ensure that all applicable lien waivers for such Contractor Parties are supplied to Owner as required by this Agreement.

## **ARTICLE 10. FINANCIAL RECORDS AND WORK RECORDS**

**10.1 Record Maintenance.** Contractor shall maintain full and detailed records relating to (i) the performance of the Work, which include Contractor's records, books, correspondence, instruments, meeting minutes, memoranda, change orders, subcontracts, purchase orders, insurance policies, and supporting applications and data (collectively the "**Work Records**"), and (ii) accounting and financial records, including Payroll Records, instruments, receipts, vouchers, and similar data related to the Contract Price (collectively, the "**Financial Records**"). Maintenance of Work Records and the Financial Records is a material consideration for Owner to enter into this Agreement. Owner (including its designated representatives, auditors, accountants, and quality control Consultants) shall be afforded access to Contractor's Work and Financial Records during reasonable business hours. Contractor shall cooperate

fully with all reasonable requests of Owner for any such audit or inspections of the Financial Records or the Work Records. Contractor shall require each Subcontractor to maintain full and detailed Work Records and Financial Records.

**10.2 Retention of Records.** Contractor shall retain and preserve all of (i) the Work Records for a period of at least ten (10) years after the date of Final Completion and (ii) the Financial Records for a period of at least five (5) years after the date of Final Completion.

**10.3 Payroll Records.** Contractor shall maintain accurate payroll records, showing the name, address, social security number, work classification, straight time, and overtime hours, worked each day and week, and the actual wages paid (“**Payroll Records**”) for its employees performing any Work on the Project, and shall comply with California Labor Code Section 1776. Contractor has provided Owner with a Schedule of Labor showing the fully-burdened rates for its employees who perform work on the Project (attached as **Exhibit L** hereto).

**10.4 Audits.** If any inspection by Owner of Contractor’s Financial or Work Records reveals an overcharge, including any untimely request for payment as described in this Agreement, Contractor shall pay Owner upon demand an amount equal to the total overcharge plus interest at the Stipulated Interest Rate for the amount of the overcharge for the number of days that the overcharge has been outstanding.

## **ARTICLE 11. CONTRACT TIME/CONSTRUCTION SCHEDULE**

### **11.1 Contract Time.**

**11.1.1 Date of Commencement.** The “**Date of Commencement**” is the date specified in the fully executed Contractor Notice to Proceed in the form of attached **Exhibit M**.

#### **11.1.2 Date for Substantial Completion and Final Completion.**

**11.1.2.1 Substantial Completion – Innes Court Park.** For Innes Court Park, subject to permissible adjustments to the time to complete Innes Court Park pursuant to this Agreement, Contractor shall achieve Substantial Completion as the term is defined in Section 11.1.3, of the Innes Court Park portion of the Project within Seventy-Five (75) consecutive calendar days of the Date of Commencement. Contractor confirms that Seventy-Five (75) consecutive calendar days is a reasonable period for achieving Substantial Completion for Innes Court Park.

**11.1.2.2 Final Completion of the Project.** Subject to adjustments to the time to complete pursuant to this Agreement, Contractor shall achieve Final Completion of the entire Project within One-Hundred and Twenty (120) consecutive calendar days of the Date of Commencement (the “**Contract Time**”). Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**11.1.3 Early Substantial Completion and Incentive.** Contractor is entitled to achieve Substantial Completion and Final Completion prior to the date set forth in Section 11.1.2. Owner shall pay Contractor Five Hundred Dollars (\$500.00) per calendar day up to a maximum of Ten Thousand Dollars (\$10,000) for Early Completion of Innes Court Park. “**Early Completion**” for Innes Court Park is defined as Substantial Completion (with the exception of materials and products that require greater than a six-week lead time) with all required approvals from all Governing Authorities prior to Seventy-Five (75) calendar days from the Notice to Proceed. Owner, in conjunction with Architect and Contractor, shall establish a list of such materials and products requiring a greater than a six-week lead time during the Submittal process. No early completion incentive exists for Substantial or Final Completion for Hillpoint Regional Park.

**11.1.4 Construction Schedule.** Within fifteen (15) days of Owner's issuance of the Notice to Proceed, Contractor shall submit for review and approval of Owner and Construction Manager a detailed critical-path-method construction schedule ("**CPM Schedule**") in a form acceptable to Owner that depicts the sequence and timing of all significant aspects of the Work for review and approval by Owner, and is consistent with the scheduling requirements in the Project Manual. The time frame for providing the CPM Schedule may be extended by an additional ten (10) days, provided Contractor provides a preliminary progress schedule covering the first thirty (30) days of the Agreement within five (5) days of the Notice to Proceed. The CPM Schedule shall not exceed the Contract Time.

**11.1.4.1** The CPM Schedule shall contain an appropriate level of detail, satisfactory to Owner, and at a minimum show a sequence of activities including:

- (i) the separate phases of Work to be performed by Contractor and its Subcontractors;
- (ii) the anticipated commencement, detailed sequencing, and completion of construction and procurement activities, by area, including the early/late start dates and finish dates and available Float for each activity; and
- (iii) an uninterrupted critical path from commencement of the Work through Substantial Completion and Final Completion of each designated portion of the Work and the entire Work (the "**Critical Path**").

**11.1.4.2 Monthly Updated Schedule.** Contractor shall provide Owner and Construction Manager with a current updated CPM Schedule ("**Monthly Updated Schedule**") with content in conformance with Section 11.1.4.1 in each Monthly Progress Report and with each Application for Payment. Owner's receipt and/or approval of or failure to object to any Monthly Updated Schedule shall not relieve Contractor of its obligation to complete the Work in accordance with the Contract Time, CPM Schedule or Contract Documents.

**11.1.4.3 Activity Schedule.** Contractor shall prepare and submit to Owner and Construction Manager at the weekly Progress Meetings, on a bar chart format an activity schedule showing the completed activities for the preceding week, and the schedule of activities for the subsequent two weeks ("**Activity Schedule**"). The Activity Schedule shall correlate to the Construction Schedule and shall contain detailed information, including minor elements, sub-activity and phasing of major activities.

**11.1.4.4 Additional Updated Schedules.** In addition to the required Monthly Updated Schedule and Activity Schedule, Contractor shall provide Owner and Construction Manager an Updated Schedule for any of the following occurrences: (i) a Change Order that affect the Contract Time or sequencing of the activities; (ii) any Critical Path activity falls significantly behind schedule; (iii) a non-Critical Path activity changes the course of a Critical Path activity, or (iv) Contractor changes any sequencing of activities affecting the Critical Path.

**11.1.4.5 Notification for Not Meeting the Construction Schedule.** Contractor shall immediately notify Owner and Construction Manager of any circumstances which may affect the times and sequences in the Construction Schedule and shall make all requests for time extensions in writing to Owner and Construction Manager in accordance with the Contract.

**11.2 Contractor's Diligence.** Contractor shall diligently and continuously perform the Work without delay and/or interruption to its completion within the Contract Time.



**11.3 Early Commencement.** Contractor shall not knowingly, except by written agreement by Owner, commence operations on the Project Site or perform any Work prior to the effective date of insurance required by Article 20. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.

## **ARTICLE 12. DELAYS AND EXTENSIONS OF TIME**

**12.1 Permissible Delay.** If Contractor is delayed in the performance of the Work by “**Force Majeure**” that is defined as catastrophic storms or floods, lightning, tornadoes, hurricanes, earthquakes and other acts of God, wars, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, national strikes, epidemics, fires, explosions, and actions of governmental authorities that were not requested, promoted, or caused by the affected party; provided that such act or event (1) delays Owner or Contractor’s performance of its obligations under the Contract Documents, (2) is beyond the reasonable control of the party claiming Force Majeure and not due to its fault or negligence, (3) could not have been prevented or avoided by the party claiming Force Majeure through the exercise of due diligence, including the expenditure of any reasonable sum (collectively, “**Permissible Delays**”), Contractor may make a claim for an extension of the Contract Time pursuant to Article 13. For avoidance of doubt, Force Majeure shall not include any of the following: (i) economic hardship, (ii) changes in market conditions, (iii) late delivery or failure of materials, equipment or supplies, (iv) local or direct strikes, or other similar labor actions, (v) unavailability of Contractor Parties, or (vi) nonperformance or delay by Contractor or Contractor Parties. Notwithstanding anything to the contrary herein, Contractor shall only be entitled to an extension of the Contract Time if:

(i) Contractor notified Owner in writing of the Permissible Delay within seven (7) days of the occurrence of such delay. Contractor waives any claim for Permissible Delay if Contractor fails to provide Owner with such requisite written notice;

(ii) the delay causes a delay in one or more Work activities that cannot be delayed without delaying the completion of the Work for the entire Project beyond the Contract Time (“**Critical Path Delay**”) and such Permissible Delay actually causes the Contract Time to be delayed; and

(iii) Contractor has properly provided and maintained the CPM Schedule.

**12.2 Weather Delay.** If Contractor is delayed in the performance of the Work by “**Weather Delay**” defined as climatic conditions in the immediate location of the Project Site that are extraordinary, including rainfall which exceeds .10 (1/10<sup>th</sup>) of an inch in a day, Contractor may make a claim for an extension of the Contract Time. Contractor agrees that it has accounted for \_\_\_\_\_ ( ) Business Days of Weather Delay in its CPM Schedule based upon an approximate Date of Commencement of \_\_\_\_\_, 2014. Contractor shall only be entitled to an extension of the Contract Time only if:

(i) Contractor notified Owner in writing of the Weather Delay within seven (7) days of the occurrence of such delay. Contractor waives any claim for Weather Delay if Contractor fails to provide Owner with such requisite written notice;

(ii) the Weather Delay caused a Critical Path Delay and such Weather Delay actually causes the Contract Time to be delayed;

(iii) the Weather Delay occurred when the building was open to the elements; and

(iv) Contractor has properly maintained the CPM Schedule.

**12.2.1** During the duration of the Project, Owner and Contractor will keep records of the number of agreed-upon Weather Delays in the form attached as **Exhibit Q**, that will be signed by both Parties and amended as subsequent Weather Delays occur. Should the Weather Delays exceed the number of days accounted for in the CPM Schedule as stated in Section 12.2, the Contract Time will be extended by that amount by extending the number of Business Days, provided that all of the criteria set forth in Sections 12.2(i) through (iv) are met.

**12.3 Owner Delay.** If Contractor is delayed in the progress of the Work by Owner or Owner's Consultants (collectively referred to as "**Owner Delay**"), Contractor shall only be entitled to an extension of the Contract Time if:

(i) Contractor notified in writing of the Owner Delay within two (2) days of the occurrence of such delay and such acts continue after Contractor furnishes Owner with written notice that Owner or its Consultants are interfering with Contractor's execution of the Work. Contractor waives any claim for Owner Delay if Contractor fails to provide Owner with such requisite written notice;

(ii) the Owner Delays caused a Critical Path Delay, and such Owner Delay actually caused the Contract Time to be delayed; and

(iii) Contractor has properly maintained the CPM Schedule.

**12.3.1** Extensions of the Contract Time will not be granted for Owner's or its Consultant's failure to act upon any Submittals, render any interpretations or furnish additional drawings, or any other failure to respond to a Contractor request or Request for Information ("**RFI**"), unless:

(i) Owner or its Consultants fail to act within the time set forth in the Specifications or other Contract Documents, with the Specifications taking precedence, and if no time is specified in the Specifications or other Construction Documents, within fourteen (14) days after receipt of a Submittal, RFI or written request;

(ii) Contractor furnishes Owner with written notice of such delay within fifteen (15) Business Days of the Submittal, RFI or request. Contractor waives any claim for delay under Section 12.3 if Contractor fails to provide Owner with such requisite written notice;

(iii) the Owner Delay caused a Critical Path Delay and such Owner Delay actually caused the Contract Time to be delayed; and

(iv) Contractor has properly maintained the CPM Schedule.

However, no extensions of the Contract Time will be granted where such Submittal was not submitted to Owner or its Consultants within the time set forth in the Submittal Schedule, or in conformance with Section 16.8.

**12.4 Waiver of Delay Claims.** Contractor's failure to notify Owner of any of the delays in strict conformance with the requirements in Sections 12.1 through 12.3 shall be deemed a waiver of any such claims for time adjustments and any related claims for adjustments to the Contract Price.

**12.5 Adjustments to the Contract Time.** All adjustments to time shall be made by adding Business Days, as opposed to calendar days. No Contract Time extensions will be permitted where there are concurrent delays, unless the excusable delays affect the Critical Path in the CPM Schedule and all available Float has been used.

**12.6 Extension of Contract Time Costs.** Notwithstanding anything to the contrary in the Contract Documents, an extension in the time, to the extent permitted under this Article 12, Contractor's delay damages will be computed as \_\_\_\_\_ Dollars per Business Day ("**Daily General Conditions**"). In no event, shall Contractor be entitled to any additional costs for delays pursuant to Sections 12.1 through 12.3, (collectively "**Compensable Delays**"), including any indirect or consequential damages associated with extended home office overhead, general and administrative expenses, the cost of any personnel or other expense that are not physically located on the Project Site on a daily and continuous basis, loss of business opportunities, loss of bonding capacity, or lost profits.

**12.7 Recovery.** Regardless of the cause of the delay, Contractor will provide Owner with an affirmative plan to correct the potential or actual delay within seven (7) days of the delay occurrence and Contractor must make every effort to execute the Work in such a manner so that it meets the CPM Schedule without performing Extraordinary Measures. "**Extraordinary Measures**" are defined as (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures. Except in the case of a Compensable Delay, Contractor shall, at its own expense without an increase in the Contract Price, perform Extraordinary Measures until Owner agrees that the Work conforms to the CPM Schedule and will be completed by the Contract Time.

**12.8 Liquidated Damages for Delay.**

**12.8.1** The time for Final Completion of the Work as adjusted by Compensable Delays or otherwise modified by Change Order pursuant to Article 13 is referred to as "**Adjusted Contract Time**."

**12.8.2** Contractor acknowledges and agrees that if Contractor fails to achieve Final Completion of the Work within the Adjusted Contract Time, Owner will sustain damages and a loss as a result of such failure. The exact amount of such damages is extremely difficult to ascertain. Therefore, Owner and Contractor agree to the terms in Section 12.8.3.

**12.8.3 Calculation of Damages.**

**12.8.3.1 Innes Court Park.** If Contractor fails to achieve Substantial Completion of the Work for Innes Court Park as defined in Section 11.1.2 in conformance with Section 11.1.2.1, as adjusted by Change Order for Innes Court Park, Owner shall be entitled to retain or recover from Contractor liquidated damages for the delay in achieving Substantial Completion, but not as a penalty. For Innes Court Park, the amount of the liquidated damages will be calculated at a rate of Five Hundred Dollars (\$500) per calendar day, commencing upon the 1<sup>st</sup> (first) day following the expiration of the Seventy-Five (75) consecutive calendar days, as adjusted, and continuing for each day until the actual date of Substantial Completion of the Work related to Innes Court Park. The liquidated damages will increase to One Thousand Dollars (\$1,000) per calendar day, if Final Completion of Innes Court Park is not achieved within the Adjusted Contract Time.

**12.8.3.2 Hillpoint Regional Park.** If Contractor fails to achieve Final Completion of the Work for Hillpoint Regional Park, as adjusted by Change Order for Hillpoint Regional Park, the amount of the liquidated damages will be calculated at a rate of One Thousand Dollars (\$1,000) per calendar day, commencing upon the 1<sup>st</sup> (first) day following the expiration of the Adjusted Contract Time as it relates to time extensions for Hillpoint Regional Park, and continuing for each calendar day until the actual date of Final Completion of the Work.

**12.8.3.3** The imposition of liquidated damages shall be Owner's exclusive monetary remedy for damages for delay for failure to achieve Substantial Completion for Innes Court Park in

conformance with Section 11.1.2.1 and Final Completion of the entire Work within the Adjusted Contract Time. It being further understood that under no circumstance will Contractor be liable for indirect, direct, consequential or any other type of damages sustained or allegedly sustained by Owner due to such delay. Nothing in this Section 12.8.3.3 shall be construed as limiting Owner's right to require timely completion of the Work.

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OWNER'S INITIALS

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CONTRACTOR'S INITIALS

**12.8.4** If Contractor or anyone on its behalf successfully challenges the enforceability of the liquidated damages or if a third party decision maker (court or arbitrator) rules that the liquidated damages provisions herein are unenforceable, Contractor specifically agrees to pay Owner all actual damages including any and all consequential damages (such as loss of profits and revenues, business interruption, loss of opportunity and use) and all costs incurred by Owner in proving the same in connection with the delay in achieving Substantial Completion in the case of Innes Court Park in conformance with Section 11.1.2.1 and Final Completion of the entire Work by the Adjusted Contract Time.

### **ARTICLE 13. CHANGES IN THE WORK**

**13.1 General.** Changes in the Work may be accomplished after execution of this Agreement by (i) Change Order signed by Owner, relevant Consultant and Contractor, (ii) Construction Change Directive ("**CCD**" or "**Unilateral Change Order**") signed by Owner and/or the relevant Consultant and Owner, and (iii) Owner's order for minor changes.

#### **13.2 Construction Change Directive.**

**13.2.1** Owner may by CCD order changes in the Work. The Contract Price and Substantial Completion and the Contract Time may be adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order. Contractor shall immediately inform Owner and the relevant Consultant of any potential or actual conflicts in the Contract Documents with respect to the CCD.

**13.2.2** If the CCD contains a requirement by Owner or Construction Manager for Contractor to submit a proposal for increases in the Contract Price or an extension of the Substantial Completion Time or Contractor believes that the CCD will result in additional costs or an extension of the time, Contractor shall deliver such proposal ("**Proposed Change Order**" ("**PCO**")) to Owner and Construction Manager within seven (7) days after Owner's delivery of the CCD. The PCO shall state the date by which Owner must accept the proposal in order for any cost and/or time estimates to remain valid together with any other information requested by Owner or Construction Manager, including (i) quantities and type of products; (ii) labor breakdown by trade, wage rates, and estimated hours; (iii) equipment breakdown by type, size, rental rates, and equipment hours; (iv) taxes, insurance and bonds, if any; (v) mark-ups, including overhead and profit; and (vi) justification for any extensions in time, including a schedule analysis identifying Critical Path Work, and credits for deletions from the scope of the Work. Contractor's and Subcontractor's mark-up on direct labor, material and equipment shall not exceed fifteen percent (15%) above cost, and Contractor's mark-up on work performed by Subcontractor shall be a maximum of five percent (5%) above Subcontractor's total costs. If Owner accepts the proposal or the Parties agree to an adjustment, if any, in the Contract Price or Contract Time, a Change Order will be prepared and signed by Owner, Consultant (if applicable) and Contractor.

**13.2.3** If the CCD provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

- (i) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- (ii) Unit prices stated in the Contract Documents or subsequently agreed upon;
- (iii) Cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or
- (iv) As provided in Section 13.2.5.

**13.2.3.1** If unit prices are stated in the Schedule of Values or subsequently agreed upon in writing, and if quantities originally contemplated are materially changed in a PCO or CCD so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.

**13.2.4** Unless the CCD provides otherwise, the changes in the Work in the CCD shall promptly be performed. If Contractor does not agree with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Price or time, Contractor shall within a minimum of seven (7) days, or before the change in work is performed, inform Owner, Architect and Construction Manager.

**13.2.5** If the Parties cannot agree on the amount of adjustment, if any, to the Contract Price resulting from a CCD, Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the costs and/or savings associated with the CCD. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 13.2.5 shall be limited to the following:

- (i) Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- (ii) Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- (iii) Rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others using the equipment rates as listed in the latest California Department of Transportation (Caltrans) Labor Surcharge and Equipment Rental Rates. This applies to equipment only. Markups shall be consistent with Section 13.2.2;
- (iv) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- (v) Additional costs of supervision and field office personnel directly attributable to the changes limited to those individuals and fully loaded rates listed on Exhibit L; and
- (vi) Allowable mark-up for overhead and profit in conformance with Section 13.2.2.

**13.2.6** A CCD signed by Contractor indicates its agreement therewith, including any adjustment in Contract Price and/or time or the method for determining the adjustments. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**13.2.7** Force Account Work. All Force Account work shall be documented and reported to Owner and Construction Manager on the day that the work is performed. Owner will not pay for any Force Account

work that is not so reported to Owner and Construction Manager. Contractor shall notify Owner and Construction Manager before the Work begins or within sixty (60) minutes of the beginning of the Work. If a definitive price for Force Account Work has not been agreed upon in advance of the work, Contractor shall prepare, sign and submit to Owner and Construction Manager a Daily Force Account Report Form. The Form shall provide an itemized account and supporting data and shall be countersigned by Owner or Construction Manager.

**13.2.8 Contractor's Request for PCO.** Contractor may propose a change in the Work by submitting a request for a PCO number to Owner, describing the proposed change and its full effect on the Work, with a statement describing the reasons for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on the Construction Schedule and sequencing. An RFI does not constitute a request for a change in the Work.

### **13.3 Change Orders.**

**13.3.1** A “**Change Order**” is a written instrument prepared by Owner and signed by Owner and Contractor stating their agreement upon all of the following: (i) the change in the Work; (ii) the amount of the adjustment, if any, in the Contract Price; and (iii) the extent of the adjustment, if any, in the Contract Time.

**13.3.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order.

**13.3.3** Contractor shall not be entitled to any increases in the Contract Price or extension in time for any reason, including Owner's failure to issue a Change Order, unless Contractor gives Owner written notice of a potential claim within seven (7) days from the date of (i) the event giving rise to such claim; (ii) the CCD; (iii) a response to an RFI; or (iv) performance of any Work for which Contractor intends to make a claim, whichever is earlier. **All claims that are not presented to Owner within seven (7) days will be deemed waived by Contractor.** Except as expressly permitted in this Agreement, a change in the Contract Price or time shall be accomplished only by Change Order. No course of conduct or dealings between the Parties, express or implied acceptance of alterations or additions to the Work, or claim that Owner has been unjustly enriched, whether or not there is any unjust enrichment to Owner, shall be the basis of any claim to an increase in the Contract Price or a change in Contract Time.

**13.3.4 Change Orders for Differing Conditions.** Notwithstanding Section 15.2.4, if Contractor encounters Differing Conditions at the Project Site, then Contractor shall give immediate written notice to Owner and Construction Manager, and shall not disturb such conditions. “**Differing Conditions**” are defined as (i) hazardous material on the Project Site that was not indicated to exist in the Contract Documents, reports or information provided to Contractor prior to the effective date of the Agreement; (ii) subsurface or latent physical conditions at the Project Site or any structure that differ materially from the Contract Documents, reports, or information provided to Contractor prior to the effective date of the Agreement; (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character and location of the Project. Differing Conditions do not include: (a) conditions indicated in or reasonably inferable from the Contract Documents; (b) all visible conditions; (c) conditions indicated in or reasonably inferable from any documents provided to Contractor or made available to Contractor; and (d) conditions that should have been reasonably discovered by Contractor had Contractor strictly complied with its investigation, testing, review and preconstruction services obligations under the Agreement, including Section 16.3.

**13.3.4.1** Owner at its sole option, shall either promptly investigate the condition, and make

a determination whether it is a Differing Condition, or shall request, the appropriate engineering or design Consultant to promptly investigate such conditions. Contractor is responsible for the safety and protection of the affected area for the duration of the investigation. In either case, Contractor shall be informed, in writing, of the determination, the basis for such determination, and whether the condition causes an increase in the Contract Price or Contract Time, what such adjustments should be, if any. **The decision of Owner or Consultant shall be final unless Contractor gives notice of its disagreement within seven (7) days of receipt of the decision.**

**13.3.4.2** During the pendency of any disagreement related to the potential Differing Condition, Contractor shall continue to expeditiously perform the Work.

**13.3.4.3** Contractor waives any claim for increases in Contract Price and/or Contract Time if Contractor fails to notify Owner within seven (7) of its first observation of the potential Differing Condition.

**13.3.5 Change Order Adjustments.** If Owner and Contractor cannot reach mutual agreement as to the terms and conditions of a Change Order, Owner can direct that the Change Order Work be performed, and Contractor shall proceed to perform the Change Order Work pending resolution of the Change Order. Alternatively, prior to directing Contractor to perform the work, Owner may request Contractor to submit bid prices and time adjustments for the modifications on the Work.

**13.3.6 Adjustments to Contract Time and Contract Price for Change Orders.** If the Contract Time is increased or reduced by Change Order or CCD, Contractor's general conditions expenses shall be increased or reduced in an amount consistent with Section 12.6.

#### **13.4 General.**

**13.4.1** Upon receipt of a duly authorized Change Order or CCD, Contractor shall not thereafter perform any Work that is inconsistent with the Change Order or CCD. Except in the case of an emergency, Contractor shall not make any changes, either in additions or reductions to the Work without a CCD or Change Order and Owner will not pay any charges made by Contractor for such unauthorized work.

**13.4.2** If Contractor initiates or makes a substitution, deviation, modification or any change in the Work (without prior written approval from Owner), Contractor shall be liable to Owner for all additional costs created by, or arising out of, such unauthorized change(s) in the Work. Owner may, at its option, set off such costs against monies due Contractor until Owner has been credited in full for all additional costs so incurred.

**13.4.3** Contractor shall provide Owner complete backup data such as labor, material, equipment, labor burden and such other information and in the case of approved Change Orders, payroll records, paid receipts and canceled checks (when requested by Owner) for review and approval for approved Change Order Work that has been completed.

**13.4.4** The mutual execution of any Change Order by Owner and Contractor shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such Change Order and any and all adjustments to the Contract Price and the Contract Time, unless otherwise indicated in writing by either Party and presented to the other Party prior to commencement of the Work under the Change Order.

**13.5 Minor Changes in the Work.** Owner or Owner's Consultants, with prior approval of Owner, has authority to order minor changes in the Work not involving adjustment in the Contract Price or extension

of the time and not inconsistent with the intent of the Contract Documents. Owner's decisions on matters relating to aesthetic effect will be final. If Contractor believes that the change in the Work justifies a change in Contract Price or Contract Time, within seven (7) days, Contractor shall submit a PCO in conformance with Section 13.2.2.

## **ARTICLE 14. INDEMNIFICATION**

**14.1 Indemnification Obligations.** In addition to the warranties and indemnities provided in this Agreement and the Construction Documents, Contractor agrees to the following written obligations (collectively, the "**Indemnification Obligations**") set forth below.

### **14.2 Definitions.**

(i) "**Indemnified Party**" or "**Indemnified Parties**" mean individually or collectively (1) Owner (and all of its subsidiaries and Affiliates); The Shipyard Communities, LLC; CP Development Co., LP; CP/HPS Development Co. GP, LLC; HW SF LLC; Lennar HW Scala SF GP, LLC ; Lennar - BVHP, LLC; UST Lennar HW Scala SF Joint Venture; HPSCP Opportunities, L.P.; LHC HP I, LLC; Lennar Homes of California, Inc.; Lennar Corporation; and each of their successors and assigns, representatives, partners, stockholders, designees, officers, directors, agents, employees, and their respective heirs, executors and administrators ("**Owner Parties**"); (2) Owner's Lender(s); and (3) the Agency Parties.

(ii) "**Liability**" or "**Liabilities**" mean any and all damages, costs, expenses, losses, liabilities, claims, suits, demands, debts, investigative fees, causes of action, fees, fines, judgments, penalties, including, reasonable attorneys' fees, experts' fees, and other costs of legal representation incurred in defending against any claims(s) or in enforcing this indemnity and defense obligation whether incurred, made by, or assessed against any Indemnified Party or any third person.

### **14.3 Indemnity.**

**14.3.1** To the fullest extent permitted by law, Contractor shall defend (with counsel approved by Owner) indemnify, and hold harmless, at Contractor's sole expense, Indemnified Parties from any and all Liability relating to or arising out of the performance of Work by Contractor and Contractor Parties or any Person for whose acts they may be liable. This Indemnification Obligation includes, the following:

- (i) personal injury or death (including claims made by any of Contractor's employees) on the Project Site;
- (ii) representations and warranties made by Contractor for the Work performed by Contractor at the Project Site;
- (iii) damages for claims for loss of use, occupancy, and enjoyment;
- (iv) property damage;
- (v) liens, stop notices and charges of any type, nature, kind or description which may at any time be filed or claimed against the Project Site, or any portion thereof;
- (vi) any infringement of any intellectual property rights, including, without limitation, trade



secrets, patents, trademark or copyright, or violation of trade secret or other proprietary rights;

- (vii) the removal, remediation, disposing of, or transport of any Hazardous Material from, to or on the Project Site while it is under the care, custody or control of Contractor or Contractor Parties, and anyone employed by them;
- (viii) any violations of OSHA, claims by the Department of Labor Occupational Safety and Health Act, claims of unsafe workplace or any acts, fines, penalties, citations, rule, regulation, or standard with which Contractor is obligated to comply in the performance of the Work;
- (ix) any violations of any Applicable Laws;
- (x) any claim(s) under workers' compensation acts, disability benefits acts, and other employee benefit acts (provided, however, the indemnity and defense obligation hereunder shall not be limited by any limitation on the amount or type of damages compensation or benefits payable under such acts);
- (xi) any claim(s) for delay or disruption;
- (xii) Contractor's failure to fulfill its obligations under the Contract Documents; and
- (xiii) All claims for which Contractor is required to indemnify Owner as stated elsewhere in this Agreement and Contract Documents.

**14.3.2** The Indemnification Obligations set forth in Article 14 includes an obligation to indemnify the Indemnified Parties for Indemnified Parties' own acts, errors, omissions, and negligence except where the Liability is determined by a competent forum to constitute Liability caused by the active negligence, sole negligence or willful misconduct of the Indemnified Party.

**14.4 Duty to Defend.** Contractor's duty to defend the Indemnified Parties is separate from and independent of Contractor's duty to indemnify the Indemnified Parties, and begins immediately upon tender of a claim to Contractor that allegedly arises out of or is related to Contractor's Work, or is potentially covered by the Indemnification Obligations. If any Indemnified Party has incurred any legal fees or other costs in defending such claims, then Contractor agrees immediately to reimburse Indemnified Parties for all such legal fees and defense costs reasonably incurred after such written tender of a claim to Contractor. Payment to Contractor shall not be a condition precedent to enforce Indemnified Parties' rights to indemnification. The obligations shall survive expiration or termination of this Agreement. Nothing in this Article 14 shall be construed to abrogate such immediate duty to defend the Indemnified Parties.

**14.5 Pursuing Indemnity Obligations.** Notwithstanding anything to the contrary in Article 24, should any Indemnified Party be required to bring any suit, action, or cross-complaint to compel performance of, or recover for breach of, any of the Indemnification Obligations under this Agreement, Contractor shall pay the Indemnified Party's reasonable attorneys' fees, experts' fees and costs incurred by Indemnified Party therein, in addition to its costs of suit and the amount of any judgment or settlement obtained by the Indemnified Party as a result of such suit, action or cross-complaint.

## **ARTICLE 15. OWNER**

**15.1 Owner's Representative.** Owner designates a representative ("**Owner's Representative**") who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Owner's Representative is:\_\_\_\_\_. In the event Owner changes its

representative, Owner shall give Contractor at least five (5) days prior written notice of such change.

**15.1.1** Architect and Owner's Consultants do not have authority to bind the Owner with respect to matters requiring Owner's approval or authorization.

**15.2** Documentation.

**15.2.1** Owner shall furnish to Contractor within fifteen (15) days after receipt of a written request, information necessary and relevant for Contractor to evaluate, give notice of or enforce mechanic's lien rights.

**15.2.2** Prior to commencement of the Work, Contractor may request in writing that Owner provide reasonable evidence that financial arrangements have been made to fulfill Owner's obligations under this Agreement. Thereafter, Contractor may only request such evidence if (1) Owner fails to make payments to Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Price; or (3) Contractor identifies in writing a reasonable concern regarding Owner's ability to make payment when due. Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After Owner furnishes the evidence, Owner shall not materially vary such financial arrangements without prior notice to Contractor, if such variance would adversely impact Contractor.

**15.2.3** Permits. Except for permits and fees that are required of Contractor in the ordinary course of operating its business or identified in the Contract Documents, Owner shall secure and pay for necessary permits, fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**15.2.4** Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the Project Site. Contractor shall be entitled to rely on the accuracy of information furnished by Owner unless Contractor is aware of any inaccuracies, or should have been with careful inspection.

**15.2.5** Owner shall furnish information or services required of Owner by the Contract Documents within the times set forth in the Contract Documents, if specified, or with reasonable promptness.

**15.2.6** Owner shall furnish to Contractor one copy of the Contract Documents, which may be provided electronically, and Owner shall furnish Contractor with five (5) full-size sets of the Drawings and Specifications listed in **Exhibit C** at no cost. Contractor shall pay the reproduction costs of any additional sets required. Copies of Drawings and Specifications required for subsequent modifications, Change Orders, and Proposed Change Orders will be issued in the same manner.

**15.3** Owner's Right to Reject, Stop and Carry Out the Work.

**15.3.1** Owner and/or Construction Manager may, upon notice in the form of attached **Exhibit P** ("**Deficiency Notice**") to Contractor, reject and/or stop the performance of any Work which does not conform to the Contract Documents, or which is not satisfactory to any Governing Authority. Upon receipt of a Deficiency Notice, Contractor shall immediately stop performance of and correct any nonconforming Work. Any costs or delays associated with correcting such nonconforming work shall be the sole responsibility of Contractor, shall not be compensable by Owner or constitute a reason for an extension of the Contract Time. All corrective work completed by Contractor must be approved by Owner prior to final acceptance of the Work.

**15.3.2** If Contractor fails within seven (7) days after receipt of the Deficiency Notice to commence corrective procedures and to execute the same diligently to completion, Owner may: (i) stop the Work immediately upon written notice to Contractor; (ii) correct the deficiencies; and/or (iii) assert any of its remedies available under this Agreement.

**15.3.3** If Owner elects to correct the deficiency, a Change Order shall be issued deducting (i) the reasonable cost of correcting such deficiencies plus fifteen percent (15%) of the costs incurred by Owner; (ii) any costs of the repair and replacement of the work by others caused by the deficiency; (iii) Owner's expenses and compensation for any additional services by Owner's Consultants; and (iv) any other costs permitted by the Contract Documents. Owner shall withhold the amount of the Change Order from the next payment due to Contractor, but if the payment due is not sufficient, Contractor shall pay the difference to Owner within ten (10) Business Days.

**15.3.4** If, instead of requiring correction or removal and replacement of the defective Work, Owner accepts it, Contractor shall pay all reasonable claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such defective Work and Owner shall issue a Change Order. Owner shall withhold the amount of the Change Order from the next payment due to Contractor, but if the payment due is not sufficient, Contractor shall pay the difference to Owner within ten (10) Business Days.

**15.4 Security.** Owner shall have no duty to take security measures at the Project to protect Contractor and Contractor Parties or their equipment, tools, equipment or other property, except to the extent covered by the Builder's Risk Insurance. Contractor releases, indemnifies and holds Owner harmless from any liability or responsibility for such losses and damages.

## **ARTICLE 16. CONTRACTOR'S GENERAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

### **16.1 General.**

**16.1.1 Contractor's Representative.** Contractor designates \_\_\_\_\_ as "**Contractor's Representative.**" Contractor's Representative has express authority to bind Contractor with respect to all matters under this Agreement. Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

**16.1.2 Project Management Team.** Contractor shall staff the Project with qualified personnel experienced in the nature and scope of the Work. Each key team member shall be responsible for performing only those duties specified on the schedule of Project Management Team, attached hereto as **Exhibit Q.** Contractor's project management team (the "**Project Management Team**") shall include, at minimum, the following team members: (i) a Project Manager, (ii) Superintendent, (iii) Project Engineer, and (iv) Project Scheduler. Members of the Project Management Team shall be available full time on the Project beginning from the date of issuance of the Notice to Proceed. If during the course of the Project, Contractor finds it necessary to replace a member of the Project Management Team, the name, qualifications, and experience of the proposed replacement shall be submitted to Owner for approval. Owner reserves the right in its sole discretion to approve or reject such proposed replacement and to require replacement of any member of the Project Management Team.

**16.1.3 Contractor's Relationship.** Contractor accepts the relationship of trust and confidence established by this Agreement, and covenants to Owner that it will: (i) cooperate with Owner, Architect, Owner's Consultants and any inspector; (ii) exercise the Standard of Care in furthering the interests of Owner; (iii) furnish efficient business administration and supervision; (iv) furnish at all times an adequate supply of workers and materials; and (v) execute the Work consistent with Owner's interests. Owner agrees to furnish and approve, in a timely manner, information required by Contractor and to make payments to Contractor in accordance with the provisions of the Agreement.

**16.1.4** Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall immediately remove from the Project Site, any employee, Subcontractor or Supplier reasonably considered to be unsatisfactory to Owner. If the reason for removal is Owner's good faith belief that the conduct of any employee, Subcontractor or Supplier will lead to or has resulted in a breach of any material term or provision of the Contract Documents, Contractor shall replace such removed person and be solely responsible for all costs associated therewith.

**16.1.5 Prohibition of Consumption of Alcohol or Illegal Substances/Use of Site.** Contractor shall not permit its employees or Contractor Parties to consume alcoholic beverages or illegal substances at the Project Site, or to perform any Work while under the influence of alcohol or illegal substances, and shall further prohibit pets, children and guests at the Project Site, the broadcasting of music or unnecessary noise, and all other activities that may create a nuisance or disturbance. Contractor shall prohibit smoking and the use of smokeless tobacco by its employees, and Contractor Parties on the Project Site.

**16.1.6 Substance Abuse Testing.** Subject to any applicable restrictions in the PLA, Owner has the right (but not the obligation) to require all employees of Contractor and its Subcontractors to be tested for substance abuse relating to the Work. Contractor shall require that all of its employees and Subcontractors' employees consent to any testing required by Owner as a condition to perform any of the Work.

**16.1.7 Parking, Material Storage and Traffic Control.** Prior to the Date of Commencement, Contractor shall prepare a Parking and Storage Plans for Owner's approval. Contractor and Contractor

Parties shall park their vehicles and store all material and supplies in areas as approved by Owner. The Work shall be performed in a manner that maintains free vehicular and pedestrian access through any public or private streets and driveways that are the subject of the Work or located in the vicinity of the Work, except that when the Work involves the resurfacing of a private street, access may be obstructed for the minimum period required to perform the Work. Contractor shall also perform the Work in a manner which maintains free access to all fire hydrants, unless and until Contractor receives written permission from all applicable fire protection districts or fire departments to obstruct such access. Prior to the Date of Commencement, Contractor shall submit to Owner its proposed Traffic Control Plan for Owner's approval. Contractor is required to comply with the approved Traffic Control Plan. The approved Traffic Control Plan shall be attached as **Exhibit R**.

**16.1.8 Hours of Operations and Noise Control.** Contractor and Contractor Parties shall perform the Work during standard working hours (8:00AM-5:00PM Pacific Standard Time ("PST")) of Business Days. Extended working hours on Weekdays from 7:00AM-8:00PM PST may be permitted with written approval from Owner. Contractor is prohibited from working on weekends without prior written consent that must be given on a weekly basis. If Owner's consent is obtained, Work shall be performed Saturdays 8:00AM-5:00PM PST, and Sundays 9:00AM-5:00PM PST. Contractor shall perform the Work in accordance with the San Francisco Noise Control Ordinance, a copy of which was previously provided to Contractor.

**16.1.9 Immigration.** Contractor specifically warrants and agrees it: (i) shall not knowingly hire or continue to employ aliens not authorized to work in the United States; (ii) has and shall continue to verify the employment documentation specified in the Immigration Reform and Control Act of 1986 ("**Immigration Act**"); and (iii) has and shall properly complete and retain the Immigration and Naturalization Service's Form I-9 for all employees of Contractor covered by the Immigration Act performing any Work. Should Contractor fail to comply with Section 16.1.9, Owner shall have the right to rescind this Agreement, and declare Contractor in default under this Agreement, notwithstanding anything to the contrary in this Agreement, Owner will be entitled to all direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs, lost profits, or attorneys' fees arising out of or as a result of Contractor's breach. Contractor shall use reasonable care and diligence in ensuring that Subcontractors comply with the Immigration Act, and the requirements of this provision shall be included in all subcontractor agreements.

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Contractor's Initials

**16.1.10** Contractor shall only use labor for the Work capable of working harmoniously and Owner may disapprove, or to require the removal of any Person that will or has performed a portion of the Work but fails to work harmoniously. Any slowdown or stoppage to the Work caused by (1) a labor dispute or (2) problem arising or related to the acts or omissions of Contractor's employees or Subcontractors shall be solely Contractor's responsibility and shall not be grounds for an increase in the Contract Price or the Contract Time. Contractor must timely resolve the labor dispute or problem. Contractor is advised that the Project may be subject to certain union or trade agreements, including the PLA. Regardless of the expiration of any collective bargaining agreement which may affect Contractor, Contractor is obligated without regard to any labor union or other job actions to man the job and properly and perform the Work in a timely manner. Upon notification of expected or actual labor disputes or job disruption, Contractor shall cooperate with Owner concerning any actions to be taken by Owner in response thereto and shall perform any actions requested by Owner to eliminate or mitigate the effects of such disputes or disruptions.

**16.1.11 Picketing.** If the Project Site is picketed or in the event of a work stoppage or other labor dispute at the Project Site, Contractor shall take all necessary and available action under the PLA, establish

a reserved gate and Contractor shall use its best efforts to continue performance of the Work without interruption or delay. Contractor shall also be solely responsible for all traffic control necessary to perform the Work in a timely manner and in compliance with all Applicable Laws.

**16.1.12 Gifts.** Because Owner appreciates the efforts of its contractors, subcontractors and their employees, Owner periodically gives them customary and nominal tokens of its appreciation, such as, logo and non-logo apparel, rounds of golf, spa days, meals, materials and other gifts or outings (“**Customer Appreciation Gifts**”). Contractor acknowledges and agrees that Customer Appreciation Gifts are customary in the industry, do not constitute an attempt to improperly influence the recipients and do not give rise to any claims for misconduct. Contractor, Subcontractor and their employees will be under no obligation to Owner other than those contained in the Contract Documents. In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Owner may, without further notice to Contractor, provide similar tokens of appreciation to Contractor, Subcontractors or their employees without the need to obtain additional consent from Contractor.

(i) Excluding Customer Appreciation Gifts, neither Contractor, any Subcontractors nor Suppliers shall, without specific written authorization of Owner, give to or receive from any Person any commission, fee, rebate, gift or loan of significant cost of value, in connection with, or as a result of the Work, to influence any decision or to gain any other advantage for Owner, Contractor, Subcontractor or Supplier. Contractor shall not, without written approval of Owner: (a) enter into any business arrangement with any partner or employee of Owner (or its Affiliates) other than one acting in a capacity as a representative of Owner (or its Affiliates) in accordance with this Agreement, or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under Section 16.1.12. In the event of a violation of this Section, Contractor shall pay to Owner all amounts received by Contractor, its employees, Subcontractor or Supplier. Such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Owner may have against Contractor.

**16.1.13 Monthly Progress Reports.** Contractor shall monitor the progress of the Work for conformance with the requirements of the CPM Schedule and shall promptly advise Owner of any delays or potential delays in accordance with Article 12. The CPM Schedule shall be updated by Contractor to reflect actual conditions in the Monthly Progress Reports and delivered to Owner and Construction Manager monthly, at a minimum. The Monthly Progress Reports shall include a reasonable number of photographs showing progress of the Work and taken since the last report and shall note: (i) start and finish dates for all activities started or finished during the report period; (ii) the current status of all activities reported as being in progress in the last update report and, if completed during the current report period, the date of actual completion and for those activities still in progress, the estimated remaining time duration; (iii) activities that need to be re-sequenced, added, deleted or modified to add clarification, to reflect a change in plan of operation, or to maintain required schedule detail for proper monitoring and control; and (iv) any information that must be incorporated into the CPM Schedule to reflect delays or changed conditions that influence the CPM Schedule and progress of the Project. The Monthly Progress Report should also identify any problems with respect to the CPM, the reasons for cost or schedule variances, the impact to the immediate task and to the total Project.

**16.1.13.1** If any Monthly Progress Report indicates any delays, for whatever reason caused, Contractor shall propose an affirmative plan to correct the delay, including Extraordinary Measures. In no event shall any Monthly Progress Report constitute notice pursuant to Article 12 for an adjustment in the Contract Time or the Contract Price. If Contractor fails to deliver any Monthly Progress Report with the updated CPM Schedule and the accompanying supporting information required by Section 16.1.13.1 by the mutually-agreed delivery date, then Contractor shall deliver the Monthly Progress Report within fifteen (15) days after Owner's written notice to Contractor of such failure by Contractor. If Contractor thereafter fails to deliver the Monthly Progress Report with the updated CPM Schedule to Owner within

such fifteen (15) day period, then Owner may withhold payment of Contractor's next due Monthly Progress Payment until Contractor has delivered to Owner a Monthly Progress Report that complies with the requirements of Section 16.1.13.1.

**16.2 Daily Reports.** Contractor shall submit daily activity reports to Owner and Construction Manager for each workday, including weekends and holidays, when worked. The daily report shall include; (i) Project name and Project number, and Contract number; (ii) Contractor's name and address; (iii) weather, temperature, and unusual site conditions; (iv) a brief description and location of the day's Work activities and special problems and accidents, including Work of Subcontractors; (v) worker quantities for its own work force and for Subcontractors of any tier with separate minority, female, race, and worker classification breakdowns; and (vi) equipment, other than hand tools, utilized by Contractor and Subcontractors, which report shall be in a format acceptable to Owner.

**16.3 Review of Contract Documents and Field Conditions By Contractor.**

**16.3.1 Evaluation of Site Conditions.** Contractor represents and warrants that Contractor has (i) evaluated the nature and location of the Project Site and the conditions and limitations under which the Work is to be performed; (ii) evaluated the character and quantity of the labor, materials, equipment, and facilities necessary to timely complete the Work within the Contract Time and Contract Price; and (iii) determined the current status of the general and local conditions relating to the Work, including all factors that may affect Contractor's performance of the Work within the Contract Time. If the Work involves demolition, modifications or remodeling of any existing structure or other man-made feature on the Project Site, Contractor has also (a) reviewed all as-built and record drawings, plans and specifications provided to Contractor by Owner, and (b) thoroughly inspected the structures and man-made features to be modified, demolished or remodeled prior to signing this Agreement.

**16.3.2 Conflicts in Documents.** Contractor acknowledges its continuing duty to exercise Contractor's Standard of Care in its review and evaluation of the Contract Documents in identifying any reasonably discoverable corrections or changes to the Contract Documents required as a result of compliance with any Applicable Laws. If Contractor becomes aware or should have become aware that the Contract Documents are in conflict with any Governing Authorities or Applicable Laws, Contractor shall immediately request clarification in writing from Owner, Construction Manager and Architect. If Contractor discovers or should have discovered that any of the Contract Documents are in conflict with each other, Contractor shall immediately request clarification in writing from Owner, Construction Manager and Architect.

**16.3.3 Field Measurements.** Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by Owner, shall take field measurements of any existing conditions and shall observe any conditions at the Project Site affecting it. If Contractor becomes aware of any discrepancies with the field conditions and the Contract Documents, Contractor shall, within five (5) days of discovering or learning of the conflict, request clarification from Owner, Construction Manager and Architect.

**16.3.4 Project Site Acceptance.** The commencement of Work by Contractor following the work of Owner, or another contractor or subcontractor on the Project shall constitute Contractor's acceptance of the prior work, unless Contractor's written objection is delivered to Owner, Construction Manager and Architect prior to commencement of Contractor's Work. Any defect in or damage to such prior work that is not reported by Contractor that was known or should have been known upon reasonable inspection, shall be deemed to have been the result of Contractor's operations.

**16.3.5** It is recognized that Contractor's review pursuant to Sections 16.3.1 through 16.3.4 is made

in Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**16.3.6** If Contractor believes that additional cost or time is involved because of clarifications or instructions in response to inquiries, Contractor shall make claims as provided in Articles 12 and 13. If Contractor fails to perform the obligations of Sections 16.2.1 through 16.2.4, Contractor shall pay such costs and damages to Owner as would have been avoided if Contractor had performed such obligations.

**16.3.7** Contractor's failure to request clarification of any inadequacy, inconsistency, omission or conflict known or discovered by Contractor or that Contractor should have known or discovered in the exercise of Contractor's Standard of Care shall not relieve Contractor of its obligation to perform in accordance with the Contract Documents.

**16.3.8** Contractor shall carefully preserve any and all benchmarks, monuments, survey markers, and stakes, so far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act or omission of Contractor or Contractor Parties, they shall be reset at Contractor's sole expense.

#### **16.4 Supervision and Construction Procedures.**

**16.4.1** Contractor shall supervise and direct the Work. Contractor is **solely responsible** for and has control of (i) all construction means, methods, techniques, sequences and procedures; (ii) coordinating all portions of the Work; and (iii) coordinating, implementing and enforcing all safety programs and precautions. All services rendered by Contractor shall be performed by or under immediate supervision of persons possessing expertise in the discipline of the services being rendered. In no event shall Owner or Owner's Consultants have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any rights granted to Owner or Owner's Consultants in the Contract Documents.

**16.4.2** If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall evaluate the jobsite safety thereof and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, Contractor shall give timely written notice to Owner and Construction Manager and shall not proceed with that portion of the Work without further written instructions from Owner or Construction Manager.

**16.4.3** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Prior to the Date of Commencement, Contractor shall provide Owner with a Health and Safety Plan for Owner's approval. Contractor's Hazardous Materials Supervisor shall implement and enforce the Health and Safety Plan, as approved by Owner and certified by the Hazardous Materials Supervisor. The Health and Safety Plan shall be attached hereto as **Exhibit S** (the "**Health and Safety Plan**").

**16.4.4** Contractor shall be responsible for the acts and omissions of employees and agents of Contractor, its Subcontractors, Suppliers and all other Persons performing portions of the Work for or on behalf of Contractor, Subcontractors or Suppliers.

**16.4.5 Emergencies.** In an emergency affecting (or believed by Contractor, in good faith, to affect) the safety of persons or property, Contractor shall act immediately at its own discretion to prevent such threatened loss or injury and shall have the authority to close down its operations until any unsafe condition has been corrected. Contractor shall immediately notify Owner and Construction Manager, verbally and



in writing, of the action taken and the status of the emergency. Any extension of the time claimed by Contractor on account of the emergency shall be determined as provided in Article 12.

#### **16.5 Labor, Material and Substitutions.**

**16.5.1 Temporary Structures.** Contractor shall furnish such temporary structures required to facilitate the Work, whether above or below grade as necessary to provide access, support and protection for the facilities under construction, as well as to assure the safety of the workers and the public. Contractor shall provide and maintain in safe operational condition all scaffolding, staging, bracing, shoring, underpinning, hoisting, planks, ladders, rigging, barricades, protective devices and coverings, and all other associated equipment and accessories, as well as for the safe transportation, unloading, erection and removal of same from the Project Site. All temporary structures shall be dismantled and removed when the work becomes self-supporting or completed, unless intended to become incorporated into the finished Work. No construction trailers, or other temporary office facilities, shall be placed or maintained at or in the vicinity of the Project Site until Contractor and Owner have mutually agreed to the appearance and location of such structures.

**16.5.2 Quality of Material and Substitutions.** All materials and equipment incorporated into the Work shall be new, unless otherwise specifically provided in the Contract Documents. Materials and equipment not otherwise designated by detailed specifications shall be of the best commercial quality and shall be suitable for the purpose intended. If required by Owner, Contractor shall furnish evidence as to the kind and quality of materials and equipment used in the performance of the Work. Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, Contractor shall present an affidavit from the manufacturer when requested by Owner or required in the specifications, certifying that the product complies with the particular standard or specification. Contractor shall not substitute any material or equipment without prior approval by Owner. Owner, in its absolute discretion, can approve or reject any proposed substitution.

**16.5.3 Non-Standard Materials.** Prior to fabricating or placing orders for nonstandard or special materials or installations, Contractor shall obtain written verification from Owner of product quantity and scheduling dates.

**16.5.4 Allowances.** Contractor shall include in the Contract Price all allowances stated in the Contract Documents, if any. Owner shall select materials and equipment under the allowances with reasonable promptness. Allowance amounts shall include the costs to Contractor of materials and equipment delivered at the Site, all taxes, less any discounts provided to Contractor and the cost for unloading and handling the material at the site, installation, overhead and profit.

#### **16.6 Other Agreements.**

**16.6.1 Nondiscrimination Policy.** Contractor shall not discriminate on the basis of the fact or perception of a person's race, color, creed, religion, ancestry, national origin, age, sex, Domestic Partner status, Gender Identity, Sexual Orientation, marital status, disability or AIDS/HIV status, against any employee of, any Agency employee working with, any member of the public having contact with, or any applicant for employment with, such Contractor or Subcontractor. The term "**Domestic Partner**" shall mean any person who has a currently registered Domestic Partnership with a governmental body pursuant to state or local law authorizing such registration; "**Gender Identity**" shall mean a person's various individual attributes as they are understood to be masculine and/or feminine, and "**Sexual Orientation**" shall mean the status of being lesbian, gay, bisexual or heterosexual.

**16.6.2 Equal Employment Opportunity.** Contractor shall post in conspicuous places, notices required by the EEO Laws, defined below. Contractor shall, at its own cost and expense, conform to the equal employment opportunity requirements promulgated by Governing Authorities including, the requirements of the Civil Rights Act of 1964, United States Code Title 42, Section 1983, Executive Order Nos. 11246, 11375 and 11478, and any other applicable statutes or ordinances, plans or programs inclusive, and all successors and amendments thereto, and all plans, programs, standards and regulations which have been, or shall be, promulgated by the agencies which administer such regulations (the “**EEO Laws**”). Contractor’s failure to comply with any of the EEO Laws, or any judgment, order or award issued as a result of any claims arising out of the EEO Laws is a material default of this Agreement.

**16.6.3** Contractor shall strictly comply with the provisions of the following:

(i) Contractor shall execute an “Agreement to Be Bound” contained in the PLA with respect to the Project and will comply with such Agreement to Be Bound and the PLA; provided, that (a) Contractor shall not comply with the provisions of the PLA regarding Community Contractors, Minority Group Persons, and women, in each case to the extent such provisions are illegal under Proposition 209, which amended the state constitution to bar race and sex-based preferences for government hiring, as interpreted by the California Supreme Court in the case of *Coral Construction v. City and County of San Francisco, et al*; and (b) compliance shall be consistent with the agreement between Young Community Developers, Inc. and CityBuild, unless otherwise directed by Owner from time to time. All references in the PLA to “Young Community Builders” shall be deemed to be “CityBuild”; and

(ii) **The Agency Policies.** For Agency Policies only referencing “Consultant”, and which do not place requirements on contractors, the term “Consultant” in all such policies is synonymous with the term “Contractor” and “Subcontractor”, but only to the extent that it is clear from the use of the term “Consultant” that the requirements are not intended to apply solely to Owner or Owner’s Consultants. The Agency Policies that reference “Subcontractors” only apply equally to Contractor.

**16.6.4 Trucking and Hauling.** Contractor and its subcontractors shall use the services of Owner’s Trucking Administrator to provide the hauling services for Work under this Agreement. Owner’s Trucking Administrator will dispatch trucks according to a pre-established priority list of BVHP-Area trucking companies. Trucking rates will be in compliance with the wage requirements of the Agency Policies and the PLA.

**16.7 Taxes.** Contractor shall pay all sales, consumer, use and other similar taxes that are legally enacted when bids are received, or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**16.8 Submittals.** No less than five (5) calendar days prior to the proposed date of submission of the first Submittal (permitting at least fourteen (14) days for review) or simultaneously with the CPM Schedule, whichever is earlier, Contractor shall provide to Owner a proposed submittal schedule that shall (1) be in a format reasonably acceptable by Owner, (2) take into account the CPM Schedule and Critical Path, and (3) permit a minimum of fourteen (14) calendar days for Owner or Consultant’s review taking into account the potential need for re-submittal. The Owner-approved submittal schedule is referred to as the “**Submittal Schedule**”. Contractor will submit Shop Drawings, Product Data, Samples and similar submittals (collectively “**Submittals**”) in accordance with the approved Submittal Schedule, or not included on the Submittal Schedule, within a timely manner to permit Owner and its Consultants’ reasonable time to review them, but no later than fourteen (14) days before a response is needed. No extension of the time will be granted for untimely Submittals or required resubmittals.

**16.8.1** Submittals are not Contract Documents. Their purpose is to demonstrate the way by which Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

**16.8.2** Contractor's submission of the Submittals represents that Contractor has (i) reviewed and approved them; (ii) verified materials and performed all necessary field measurements; (iii) confirmed that they comply with the Contract Documents; and (iv) confirmed that they do not violate any Applicable Laws.

**16.8.3** Consultant will review and approve, or take other appropriate action upon, Contractor's Submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. Review and approval of Contractor's Submittals does not relieve Contractor of its responsibilities under this Agreement or for errors or omissions in the Submittals. The review and acceptance of the Submittals by Owner or its Consultants shall not be deemed an approval or acceptance of Contractor's means, methods, techniques, sequences or procedures related to the Work or conformance with Governing Authorities. Contractor shall be solely liable for all such matters.

**16.8.4** To the extent Contractor submits any Submittals that do not strictly conform to the Contract Documents, it must (i) request a substitution or Change in the Work pursuant to this Agreement, (ii) specifically demarcate any and all deviations from the Contract Documents in the Submittal, and (iii) Owner and/or Consultant has given written approval to the specific deviation as a minor change in the Work or a Change Order or Construction Change Directive has been issued authorizing the deviation. If Contractor fails to perform these requirements, it will be **solely** liable for any costs, damages or expenses as a result of such failure, regardless of whether Owner or any Consultant approves the Submittal.

**16.8.5** Informational submittals upon which Owner or Consultants are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned without action.

**16.8.6** Contractor shall perform no portion of the Work for which the Contract Documents require Submittals until the respective Submittal has been approved by Owner or Consultants.

**16.8.7** Contractor shall submit to Owner and Construction Manager one copy of all submissions made to Consultants.

**16.9** Use of Agency Property - Subpermit to Enter. Pursuant to a Permit to Enter entered into between Owner and the OCII/Agency, Owner will be granted a Permit to Enter the property adjacent or near to the Project Site and the Project Site. To the extent that Owner is permitted to grant entry to third party agents, contractors, consultants, subcontractors, suppliers, or joint venture partners, and their respective employees or agency for use of the real property under the Permit to Enter, Owner grants a Subpermit to Contractor and Contractor Parties in strict accordance with the Permit to Enter.

**16.9.1** In the event that Contractor or any Contractor Parties will enter the Permit Area in the performance of its Work or Services, Contractor agrees, and shall require the Contractor Parties to (i) strictly comply with all applicable terms of the Permit to Enter, including any indemnity obligations, as a condition precedent to entry into the real property, and (ii) not take any action that may cause Owner to be in default of the Permit to Enter.

## **ARTICLE 17. SUBCONTRACTORS, SUBCONTRACTS AND SUPPLIERS**

### **17.1 Bidding and Selection.**

**17.1.1** Contractor agrees that it will, and shall require its Subcontractors to strictly comply with any and all applicable bidding provisions of the PLA and the Agency Policies (including the outreach requirements of the BVHP ECP).

**17.1.2** Within the time specified by the Contract Documents or if not specified, as soon as practicable after the Effective Date, Contractor shall obtain bids from Subcontractors and Suppliers of materials or equipment fabricated to a special design. Contractor shall then determine, with the advice of Owner, which bids will be accepted. Owner's failure to object to any bid does not waive its rights for indemnity or any other recourse available under the Contract Documents. Contractor shall not contract with any Subcontractor or Supplier to whom Owner or its Consultants have made objection to within ten (10) days after receipt of Contractor's list of Subcontractors and Suppliers. If a specific bidder (i) is recommended to Owner by Contractor; (ii) is qualified to perform that portion of the Work; and (ii) has submitted a bid that conforms to the requirements of the Contract Documents, but Owner requires that another bid be accepted, then Contractor may require that a Change Order be issued to adjust the Contract Price by the difference between the bid of the Person recommended by Contractor and the amount of the subcontract actually executed and delivered with the Person designated by Owner after equitable adjustment for any differences in scope between the two bids. However, when such bid is required to be accepted by Contractor to meet the terms of the Contract Documents, Contractor shall not be entitled to a Change Order.

**17.1.3** Owner may designate specific Persons from whom Contractor shall obtain bids; however, Owner may not prohibit Contractor from obtaining bids from others. However, Contractor acknowledges that there are no Owner "nominated" subcontractors, notwithstanding any existing or prior relationship between any subcontractor and Owner. Contractor shall not be required to contract with anyone to whom Contractor has reasonably objected.

**17.1.4** Once Owner has agreed to the subcontractors, Contractor shall not substitute any Subcontractor for another, without the prior written consent of Owner.

### **17.2 Subcontracts.** Each subcontract shall be in writing and shall:

- (i) provide that Subcontractor shall assign that subcontract to Owner, its Affiliates or Owner's assignee if Contractor defaults or the contract between Owner and Contractor is terminated, and that Subcontractor will perform the Work for Owner for the same price as provided in the subcontract;
- (ii) provide that Owner is an intended third-party beneficiary of such subcontract. However, Owner is not contractually obligated to pay or to guarantee the payment of any monies due any Subcontractors, except as may otherwise be required by law and Owner is not a third-party beneficiary to any attorney's fees provision in the subcontract;
- (iii) be terminable on notice;
- (iv) contain indemnity provisions substantially identical to those set forth in Article 14. In no event shall the indemnity provisions be less inclusive or stringent than those stated in Article 14;

- (v) contain alternate dispute resolution provisions identical to those set forth in Article 24;
- (vi) contain insurance provisions substantially identical as those set forth in Article 20, but in no event shall the insurance provisions require less inclusive or stringent terms than those stated in Article 20;
- (vii) to the extent required under the PLA, Subcontractor shall be a signatory to the collective bargaining agreement with the local union as required in the PLA and shall execute an “Agreement to be Bound” contained in the PLA with respect to the Project;
- (viii) specifically acknowledge receipt of and familiarity with the Contract Documents, and require strict compliance and incorporation of those documents into the subcontract, except in regards to the PLA, (a) Subcontractor shall not comply with the provisions of the PLA regarding Community Contractors, Minority Group Persons, and women, in each case to the extent such provisions are illegal under Proposition 209, which amended the state constitution to bar race and sex-based preferences for government hiring, as interpreted by the California Supreme Court in the case of *Coral Construction v. City and County of San Francisco, et al.*, and (b) compliance shall be consistent with the agreement between Young Community Developers, Inc. and CityBuild, unless otherwise directed by Owner from time to time. All references in the PLA to “Young Community Builders” shall be deemed to be “CityBuild”;
- (ix) specifically require strict compliance and incorporation of the Agency Policies, to the extent applicable. For Agency Policies only referencing “Consultant”, and which do not place requirements on contractors, the term “Consultant” in all such policies is synonymous with the term “Contractor” and “Subcontractor”, but only to the extent that it is clear from the use of the term “Consultant” that the requirements are not intended to apply solely to Owner or Owner’s Consultants;
- (x) include and incorporate the nondiscrimination policy set forth in Section 16.6.1, and include a requirement that all Sub-tier Subcontractors include and incur the nondiscrimination policy;
- (xi) conform to the applicable payment provisions in Article 8;
- (xii) require each Subcontractor to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities, including the responsibility for safety of Subcontractor’s Work, which Contractor, by this Agreement, assumes toward Owner;
- (xiii) provide that each Subcontractor maintain and preserve Work Records and Financial Records and provide access to and cooperate with Owner’s review or audits in the same manner as Contractor is required by Article 10; and
- (xiv) provide that each Subcontractor shall be paid within seven (7) days from receipt of progress payment from Owner, in conformance with the Small Business Enterprise Policy, an Agency Policy, and the California Business and Professions Code section 7108.5 et seq.

**ARTICLE 18. PROTECTION OF PERSONS, PROPERTY, WORK AND PROJECT SITE;  
SITE CLEANING; AND HAZARDOUS MATERIAL**

**18.1 Safety Precautions of Persons and Property.**

**18.1.1** Contractor shall be **solely responsible**, at its own expense for ensuring that the Work is performed in a safe manner to prevent damage, injury and loss to; (i) those persons performing Work and other persons who maybe affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in transit, storage on or off the Project Site, under care, custody or control of Contractor or Subcontractors; and (iii) other property at the Project Site or adjacent thereto. Contractor shall strictly enforce the safety policy of Contractor and comply with all federal and state current, specific safety regulations for the Project, including, the requirements of the Occupational Safety Health Act of 1970 (“OSHA”), and any analogous California laws, the Construction Safety Act of 1969.

**18.1.2** Contractor shall notify Owner, within one (1) day, both verbally and in writing, of any injury to any person present on the Project Site with all provide sufficient detail to enable Owner to investigate the matter.

**18.1.3** Contractor shall erect and maintain safeguards for safety and protection, including posting danger signs and other warnings against hazards. Contractor shall not permit any part of the construction or site to be loaded or maintained so as to cause damage or create an unsafe condition.

**18.1.4** Contractor shall, and shall require that all Subcontractors, execute the OSHA Addendum attached as **Exhibit T** and Hazardous Materials Certification attached as **Exhibit U** as conditions precedent to the effectiveness of this Agreement or any subcontract. Such responsibility shall include the procurement of any special permits relating to performance of the Work, including underground dig permits, erection of scaffolding permits and similar permits. Contractor shall establish, implement and maintain an effective injury prevention program to safeguard all persons on the Project Site. Contractor shall have and exercise full responsibility and liability for compliance hereunder by Contractor's own forces and Subcontractors, and its and their respective invitees with respect to the Work.

**18.1.5** OSHA has promulgated regulations which are entitled OSHA Hazard Communication Standard (“**Regulations**”). Among other things, the Regulations require all contractors and subcontractors to exchange Material Safety Data Sheets (“**MSDS**”), attached as **Exhibit V**, and share information about precautionary measures necessary to protect all workers on a building project. Contractor agrees as follows:

- (i) Contractor will fully comply with the Regulations and will cooperate with Owner and all Consultants/contractors of Owner in order to assure compliance with the Regulations;
- (ii) Contractor hereby accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project Site; and
- (iii) Contractor will assist Owner in complying with the Regulations.

**18.1.6** If, in Owner’s sole opinion, the safety of any person is endangered or appropriate safety measures are not being implemented, Owner may (but is not required to) take such action as it deems necessary and appropriate, including the following: (i) stop Contractor’s Work or require Contractor to immediately remedy any unsafe condition caused by Contractor at its own expense; (ii) shut the Project or Project Site down in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor at Contractor’s sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Owner as a result of the Contractor-caused unsafe condition and such termination; (v) recover against Contractor all fines or penalties assessed by any

authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor's or Subcontractors' violation of their obligations set forth in Article 18; and (vi) enforce any other applicable provisions in this Agreement. Owner's rights pursuant to Section 18.1.6, do not in any manner obviate Contractor's obligations under Article 18 or shift any responsibility for site safety from Contractor to Owner.

**18.1.7** Contractor shall directly receive, respond to, defend and be responsible for any citation, assessment, fine or penalty by reason of Contractor's failure, or failure of Contractor's employees, representatives and invitees, or Subcontractors to comply with Article 18.

**18.1.8 Dangerous Conditions.** If Contractor suspects or becomes aware that any safety devices, operational devices or equipment being utilized in any portion of the Work or the Project (whether or not furnished under the Contract Documents), are unsafe and/or are not operating in a safe or correct manner, or suspects or becomes aware of any other unsafe condition at the Project Site, Contractor shall immediately take all reasonable steps to mitigate the impact of such condition, including if necessary to protect persons or property, cease such Work, remove all persons employed or engaged by it or any Subcontractor to a safe location, and immediately notify Owner. No Work shall resume in the area so affected until all safety devices, operational devices or equipment are safe, and all unsafe conditions are appropriately abated, without regard to which party has ultimate responsibility for the dangerous condition.

## **18.2 Protection of Work and Project Site.**

**18.2.1 General Requirements.** Contractor shall take reasonable care to effectively and safely secure and protect the Work and all materials located at the Project Site or otherwise stored from damage or harm, from all sources, and Contractor shall assume full responsibility for the condition thereof until acceptance by Owner. Contractor shall store all materials, supplies, equipment and goods involved in the performance of the Work in appropriate containers or enclosures that are secure from access by persons not associated with the performance of the Work in locations acceptable to Owner. Contractor shall be liable for any loss or damage to any Project Work, to any equipment and materials on or about the Project Site and workmen thereon, which Contractor, Subcontractor, or those Persons under the control of Contractor cause or which arise as a result of defective work.

**18.2.2 Adjacent Property.** Contractor shall also take all steps necessary to protect property adjacent and in the vicinity of the Project Site, including underground improvements. Contractor is solely responsible for any damage caused to any and all improvements at the Project Site, adjacent properties and vicinity of the Project Site by Contractor Parties and it. In the event that any of the improvements are damaged by Contractor and Contractor Parties, Owner, at its sole and absolute discretion, can (i) withhold the costs of repairing such improvements or property from any payments owed to Contractor; and if no payments are due or the amount is insufficient to cover the costs of the repairs, Contractor must remit such costs to Owner within ten (10) Business Days of Owner's request; (ii) demand that Contractor repair the property or improvements at its sole cost to the sole satisfaction of Owner and any applicable Governing Authority; and (iii) assert any other rights Owner has pursuant to the provisions of this Agreement.

**18.2.3** Contractor shall minimize any interference with the occupancy or beneficial use of (i) any areas and building adjacent to the Project Site, and (ii) the buildings being constructed in the event of partial occupancy.

**18.2.4 Daily Cleaning.** Contractor shall deposit all construction debris and any other waste, including, all food refuse, in the designated trash bins on a daily basis and keep the Project Site clean and free from accumulation of waste materials or rubbish and will perform such general cleaning of the Project Site on an on-going and regular basis as Owner may require. Upon completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, scaffolding, machinery and surplus materials (unless agreed by Owner that such materials can remain) leaving the Project Site sufficiently clean so that all component structures of the Project Site may immediately

be occupied for their intended uses without further cleaning. Contractor shall employ professional cleaners to clean all of the interior portions of the building and the windows of the exterior of the Project Site, as described in the Scope of Work. The final cleaning will take place at such time as agreed to by Contractor and Owner.

**18.2.5** If Contractor fails to so maintain the Project Site as required in Article 18, Owner may, upon the giving of one (1) Business Day notice to Contractor, perform all work necessary to cause the Project Site to be so maintained and charge all costs related thereto to Contractor plus fifteen percent (15%) of the costs incurred by Owner in connection therewith.

**18.2.6 Access.** Access to the Project shall be reasonably restricted to authorized personnel, and there shall be no soliciting or distributing of any materials on the Project Site or within the community of which the Project is a part. Contractor will provide access to Owner, its Consultants and inspectors at all times.

**18.2.7 Signs.** Contractor shall not post or display any signs at or in the vicinity of the Project Site nor permit the same of its Subcontractors and Suppliers except with the prior written approval of Owner. Contractor shall adhere, and shall cause its Subcontractors and Suppliers to adhere to and observe all signs posted at the Project Site.

**18.2.8 Risk of Loss for Rental Equipment.** If Contractor rents of any equipment to perform the Work, Contractor shall be solely responsible for such rental equipment until it is returned to the source of supply. Such responsibility shall include, but not be limited to, damages to the Project, any other work being done on the Project, or personal injury or property damage arising as a result of theft, fire, vandalism, or use of such rental equipment, whether by authorized or unauthorized persons.

**18.2.9 Risk of Loss for Materials.** Contractor is solely responsible for all materials and property delivered to the Project or is acquired for the Project, and work product until the Work is completed and accepted by Owner, Owner's Consultants and any Governing Authority which must accept any portion of the Work. Contractor is also solely responsible for all personal property it brings to the Project Site. Contractor's responsibility for materials, property and personal property includes, theft, fire, vandalism, or use of such materials, whether by authorized or unauthorized persons. Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. Contractor shall be responsible for such pre-purchased items, if any, as if Contractor were the original purchaser.

### **18.3 Environmental Laws and Hazardous Materials.**

#### **18.3.1 Definitions.**

(i) “**Environmental Laws**” means all present and future federal, state and local laws, statutes, rules, regulations, ordinances, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, license approvals or other entitlements, or rules of common law pertaining to the protection of the environmental, natural resources, wildlife, human health or safety or employee or community right-to-know requirements related to the Work being performed under this Agreement. Environmental Laws specifically include the documents of environmental justice, under which a community or member thereof may claim that it, he or she has been adversely and disproportionately affected by environmental conditions. Environmental Laws also include, but are not limited to, the Environmental Health and Safety Plan, the Project MMRP; the SWPPP; the Bay Area Air Quality Management District's (“**BAAQMD**”) plans: the ADMP; and the San Francisco Department of Public Health (“**SFDPH**”) Dust Control Plans; and all of the other Plans for Compliance with Article 31 of the City and County of San Francisco Health Code (“**Article 31 Plans**”) as may be amended from time to time, and all



environmental compliance requirements set forth in the Project Manual. **Article 31 Plans** include the following: (i) *Revised Dust Control Plan, Parcel A' Phase I Development, Hunters Point Shipyard*, dated 2/2007 (“**DCP**”); (ii) *Soils & Importation Materials Plan, Parcel A' Phase I Development, Hunters Point Shipyard*, dated 6/2007; (iii) *Contingency Plan for the Management of Abrasive Blast Material & Unknown Hazardous Materials*, dated 4/2005; (iv) *Transportation and Disposal Plan, Parcel A' Phase I Development, Hunters Point Shipyard*, dated 4/2005; (v) *Sampling & Analysis Plan for Evaluation of Lead-Based Paint in Soils, Parcel A' Phase I Development, Hunters Point Shipyard*, dated 4/2005; and (vi) *Site Evaluation Report, Parcel A' Phase I Development, Hunters Point Shipyard*, dated 6/2005, as these documents may be amended from time to time.

(ii) “**Hazardous Material**” means any material, waste, chemical, compound, substance, mixture, or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under Environmental Laws as a “hazardous constituent,” “hazardous substance,” “hazardous waste constituent,” “infectious waste,” “medical waste,” “biohazardous waste,” “extremely hazardous waste,” “pollutant,” “toxic pollutant,” or “contaminant,” or any other formulation intended to classify substances by reason of properties that are deleterious to the environment, natural resources, wildlife or human health or safety, including ignitability, volatility, explosive risk, infectiousness, corrosiveness, radioactivity, carcinogenicity, toxicity and reproductive toxicity. Hazardous Materials include any form of natural gas, volatile or semi-volatile organic compound, petroleum products or any fraction thereof, asbestos, asbestos containing materials, polychlorinated biphenyls (“**PCBs**”), PCB-containing materials, lead, lead-containing materials, any substance that, due to its characteristics or interaction with one or more other materials, wastes, chemicals, compounds, substances, mixtures or byproducts, damages or threatens to damage the environment, natural resources, wildlife or human health or safety, and any chemical listed as a potential carcinogen or reproductive toxin pursuant to California Safety and Health Code Sections 25249.5 et seq., commonly referred to as “**Proposition 65**”.

(iii) “**Release**” means any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the air, land, surface water, groundwater or environment of Hazardous Material (including, the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).

**18.3.2 Compliance with Environmental Laws.** Contractor, at its sole cost and expense, shall comply, and shall ensure that Contractor Parties comply with all Environmental Laws and utilize best management practices with respect to any Hazardous Material discovered, located, used, deposited or brought on the Project, or Released, disposed of, migrated, or transported to, on, under, from or about the Project.

**18.3.3** Contractor shall not permit any Hazardous Material to be located, created, used, or incorporated into the Work (or any portion thereof) or brought onto the Project Site unless (i) it is specifically and expressly required by the Contract Documents, or (ii) it is absolutely necessary because no reasonable alternative is available. In such event, the precise nature, quantity, storage procedures, and duration of storage of the Hazardous Material must be specified in writing to Owner, the prior written approval of Owner must be obtained; and Contractor must have provided Owner with the Material Safety Data Sheets (“**MSDS**”) sheets for those substances.

**18.3.4 Compliance for Hazardous Materials.** Contractor shall be responsible for providing Owner, Subcontractors, all applicable Governing Authorities and the public with any notices of disclosures concerning Hazardous Materials used or brought to the Project Site in accordance with the MSDS. Owner can withhold any payments otherwise due to Contractor until such documentation is supplied. Owner has the right to review such notices and disclosures prior to their distribution or submission by Contractor and shall have the right, but not the obligation, to prescribe the form and content of any such notices or disclosures. Contractor shall immediately identify to Owner in writing all Hazardous Materials used in performing the Work or which are discovered during the performance of the Work to have been omitted from any previous notification(s) and promptly

provide the MSDS on those Hazardous Materials to Owner. Contractor shall immediately notify Owner if any Contractor Party brings a Hazardous Material to the Project Site, and shall in addition, provide Contractor with copies of all warning labels on products Contractor Parties are using and all warning signs required to be posted on the Project Site. Contractor shall be solely responsible for complying with all requirements imposed by Proposition 65.

**18.3.5** Contractor shall be liable for all on and off-site disposal of Hazardous Material brought to, disturbed or created at the Project Site or vicinity thereof by Contractor or Contractor Parties , (and shall sign any manifest in connection with the transport or storage of such Hazardous Material) and for any discharge, Release, injury to any person, or injury to any property resulting from use of Hazardous Material in the performance of the Work and shall be responsible for obtaining all required permits (unless Owner has agreed to obtain the permits) and approvals necessary to remove such Hazardous Material or otherwise remedy any problem resulting from Contractor's and Contractor Parties' use of Hazardous Material. Contractor shall cause the removal of the Hazardous Material used, created, or brought onto the Project Site or the vicinity by Contractor or Contractor Parties, when required by any Governing Authority and remedy any associated problems resulting from the use of the Hazardous Material in accordance with the Applicable Laws and prudent business practices, provided Owner's prior written approval is obtained. In addition, Contractor shall obtain a certification issued by a recognized and licensed environmental consulting firm indicating that all such Hazardous Material has been thoroughly abated or remediated.

**18.3.6 Hazardous Material Release.** Contractor shall immediately notify Owner of any Release of any Hazardous Material caused by or known by Contractor or Contractor Party , regardless of cause. If a Release is caused by Contractor or any Contractor Party, Contractor shall immediately take all reasonable and necessary actions to prevent the further spread of any such Release and shall take any other actions required by any applicable Environmental Laws. Contractor shall take immediate action to remediate such Release in full compliance with all applicable Environmental Laws and any other Applicable Laws and any direction from Owner or Consultants, all at Contractor's sole expense.

**18.3.7 Cleaning Equipment and Tools.** Contractor shall, and shall require Contractor Parties, to clean any tools, equipment, vehicles, materials or other items in such a manner as to cause a violation of any Environmental Laws. All residue and waste materials resulting from any such cleaning action shall be collected and gathered by Contractor and removed from the Project Site and disposed of in accordance with all Environmental Laws.

**18.3.8 Dumping and Disposal.** If any Hazardous Material comes to be located on the Project Site during the Work as a result of illegal or unauthorized disposal or dumping by Contractor or Contractor Parties, or the presence, use, on- or Off-Site disposal or transport of any Hazardous Material on, to, under, from or about the Project results in any Release of any Hazardous Material, any injury to any person, or any injury or damage to the Project, or if Contractor, Owner or any Governing Authority reasonably suspects that any such Release, injury or damage has occurred or is likely to occur, Contractor shall at its sole cost and expense; (i) immediately notify Owner in writing of the Release, injury, or damage and Contractor's intent to remediate such problem; (ii) promptly obtain all permits and approvals necessary to remove such Hazardous Material or listed chemical or otherwise remedy any suspected problem; and (iii) if Contractor has received all applicable written governmental authorizations, permits, and approvals and Owner's written approval thereof, promptly remove such Hazardous Material and remedy any associated problems to the reasonable satisfaction of Owner, in accordance with all applicable Environmental Laws, all other Applicable Laws, and good business practices.

**18.3.9 Asbestos.** Contractor has been advised and acknowledges that serpentinite rock that contains naturally occurring asbestos is present at the Project Site. Contractor will also ensure that all Contractor Parties are aware of the presence of serpentinite rock with naturally occurring asbestos on the Project. It is Contractor's responsibility to take, and require that all Contractor Parties take, all applicable precautions and follow all Environmental Laws related to disturbing, removal or handling serpentinite rock. Contractor shall not, and

shall ensure that all Contractor Parties do not, cause or permit any asbestos-containing manufactured building material to be brought upon or incorporated into the Project Site.

**18.3.10 Water Quality Compliance.** Contractor shall comply and ensure that all Contractor Parties, shall comply with all requirements regarding discharges to surface water or groundwater at the Project Site (“**Water Quality Requirements**”). Water Quality Requirements include, but are not limited to, the SWPPP, storm water permit or general construction permit, Storm Water Compliance Guidelines, federal, state and local stormwater rules, regulations and ordinance, including requirements imposed by Municipal Separate Storm Sewer System entities, Clean Water Act section 404 wetland permits, regulations, and mitigation agreements, and streambed alteration agreements. Before beginning any Work, Contractor shall review applicable Water Quality Requirements, copies of which will be available at the Project Site or by request to Owner. Contractor shall implement, and shall require all Subcontractors and Suppliers to comply with, the Best Management Practices (“**BMPs**”) and the SWPPP, for any Work that is performed on the Project. A copy of the SWPPP, guidelines and permits are available from Owner. Contractor shall ensure that its Project Manager, superintendents and supervisors are trained in stormwater management practice and BMPs that apply to the Work. Contractor agrees to provide documentation of employee stormwater management training to Owner upon request or if required in the SWPPP. Contractor agrees to participate in any stormwater meetings and to document attendance on forms provided by Owner, if requested.

**18.3.11 Air Quality Compliance – Dust Control.** Contractor shall, at its sole expense, comply and ensure that all Contractor Parties, comply with the requirements of federal, state and local air quality and dust control rules, regulations and ordinances, including local Air Quality Management District (“**AQMD**”), Rule 403 (governing fugitive dust emissions), and California Code of Regulations Title 17, Section 93015, the Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, City and County of San Francisco Order Number 171,378 Rule (the requirements of any approved fugitive dust emissions control plans prepared by Owner or any other Person for the Project, including the Project MMRP, ADMP and DCP (collectively referred to as “**Dust Control Plans**”) and shall take such actions as are necessary to prevent dust, control dust and dust migration from the Project Site in accordance with the Dust Control Plans. To the extent applicable to its Work, Contractor shall fully comply with and implement the Dust Control Plans and best management practices (“**Dust Control BMPs**”), including any dust control measures, devices or work practices, described by the Dust Control Plan or required by the Dust Control Permit. If Contractor or Contractor Parties cause any violations of the Dust Control Plans, Contractor shall immediately report the violation to Owner and take appropriate measures to remedy the violation.

#### **18.4 Environmental Laws – Acknowledgement and Indemnity.**

**18.4.1** Contractor acknowledges that it has observed the environmental conditions of the Project and has reviewed Article 31 Plans, ADMP, DCP, Project MMRP and SWPPP, any other wetlands, or endangered species limitations, and all other environmental documents referenced in the Contract Documents and that Contractor has notice and knowledge of the environmental conditions of the Project Site. If, during the performance of the Work, Contractor discovers or becomes aware of a previously unidentified environmental condition, Contractor shall immediately notify Owner and shall not proceed with any Work that would disturb such environmental condition without Owner’s written approval.

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Contractor’s Initials

**18.4.2** Contractor acknowledges that Owner has informational videos and other informative material to assist it in Contractor’s responsibility to comply with Article 31 Plans, DCP, ADMP, Project MMRP, SWPPP, all permits and all other Environmental Laws. Contractor can request these materials as well as meetings with Owner to ensure its compliance with such documents.

**18.4.3 Indemnity.** Owner is entitled to recover from Contractor all fines, fees, expenses and other costs or penalties assessed by any Governing Authority due to Contractor's or any Contractor Parties' violation of any Environmental Laws, its obligations under all permits, and its obligations under Section 18.3. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ARTICLE 14, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES TO THE GREATEST EXTENT PROVIDED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEYS' FEES, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING, ANY AND ALL FINES OR OTHER PENALTIES, CIVIL OR CRIMINAL, ARISING OUT OF ANY VIOLATION OF ALL PERMITS, THE VIOLATION OF, OR FAILURE TO COMPLY WITH, ANY OBLIGATION SET FORTH IN SECTION 18.3 AND ANY VIOLATIONS OF ENVIRONMENTAL LAWS CAUSED IN WHOLE OR IN PART BY THE ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR CONTRACTOR PARTIES, EXCEPT TO THE EXTENT THE CLAIMS ARE CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF THE INDEMNIFIED PARTIES.**

**18.4.4** Contractor acknowledges that failure to adhere to the requirements of Section 18.3 and strictly comply with the Environmental Laws constitute a material default of its contractual obligations herein.

**18.4.5** Without limiting any of its other rights or remedies provided elsewhere in this Agreement, Owner may withhold or offset from any payment due to Contractor to recover from Contractor: (i) the costs to repair or replace any dust control facilities or environmental control measures damaged by Contractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Owner or costs to separate contractors, due in whole or in part, to Contractor's violations of the obligations in Section 18.3, Environmental Laws, and any permits. Owner may, without prejudice to any other right or remedy, terminate this Agreement, and retain a separate contractor to complete Contractor's obligations in this Agreement.

## **ARTICLE 19. WARRANTY**

### **19.1 General.**

**19.1.1** Contractor shall provide Owner with all extended warranties by all Contractor as well as a written one-year warranty covering the Work completed under this Agreement ("**Warranty**"), in conformance with the requirements herein and Exhibit K-4. That warranty covered all labor, materials and equipment completed and installed by Contractor and Contractor Parties. The Warranty warrants that the Work conforms and is in accordance with (i) the Standard of Care; (ii) the requirements of the Contract Documents, including the Specifications; and (iii) Applicable Laws. Contractor warrants that materials will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Contractor warrants all materials used in the Work shall be furnished in ample quantities to facilitate the proper and expeditious execution and completion of the Work. Work, materials, or equipment not conforming to these warranties and requirements may be considered defective.

**19.1.2** Contractor agrees that it will not cause, or knowingly allow any Subcontractor to install any product or procedure which voids any warranty. Contractor is responsible for Subcontractors' and Suppliers' non-performance on warranty work. The refusal of a Subcontractor or Supplier to correct defective work for which it is responsible will not excuse Contractor from performing under the Warranty.

**19.1.3** Contractor shall assign to Owner at the time of final completion of the Work any and all warranties relating to materials and labor used in the Work and shall perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

**19.1.4** If through no fault of Contractor, it cannot warrant any product that has been specified or shown, Contractor shall notify Owner, Construction Manager, and Architect in writing as soon as discovered, giving reasons, together with the name of product and data on a substitution it can warrant.

**19.2** Call Back Responsibility after Final Completion. During the warranty period set forth in Section 19.1.1, or such longer time as provided by (i) any other warranties for any portion of the Work, including the Specifications; (ii) any Applicable Laws; or (iii) the terms of any special guaranties required by the Contract Documents, if any Work is found to be defective, Contractor shall promptly, without cost to Owner, and in accordance with Owner's instructions: (a) correct such defective work; and (b) satisfactorily correct or remove and replace any damage to other Work. Except in an emergency, Contractor's correction of defective Work shall be commenced within five (5) Business Days after receiving written notice from Owner and completed on an *as soon as possible* basis. If, in the judgment of Owner, an emergency exists, then the corrective Work shall be commenced and completed by Contractor on an *immediate basis*. Contractor's ordering of any necessary materials to correct defective Work shall constitute "commencement" required under this Section 19.2.

**19.3** No Limitations For Remedies. The Warranty provisions of this Article 19 do not limit or affect, any remedies that are provided by law, or provided by this Agreement, with respect to express or implied warranties, or negligent or willful acts or omissions of Contractor or Contractor Parties. The Warranty shall be for the benefit of Owner and its respective successors and assigns. Nothing herein shall in any way limit the right of Owner to assert claims for any amount of damages resulting from particular defects in the Work or Contractor's obligation to comply with the Contract Documents for the period of limitations prescribed by law.

## **ARTICLE 20. INSURANCE**

**20.1** Contractor shall, and shall require its Subcontractors to, maintain insurance as required herein and in Exhibit W. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Without in any way limiting Contractor's other obligations under this Agreement (including under Article 14), (i) Contractor shall maintain the policies of insurance required in Exhibit W throughout the term of this Agreement (or such longer term as may be provided in Exhibit W), (ii) Contractor shall provide all insurance certificates and endorsements required in Exhibit W to Owner and (iii) Contractor shall not commence any Work until such time as Owner has received, reviewed, and approved evidence demonstrating to Owner's satisfaction that all such policies (and all such certificates and endorsements) have been obtained (the "**Insurance Compliance Date**"). Contractor (and each Subcontractor) shall require that all of its Subcontractors also comply with clauses (i) – (iii) above. Contractor acknowledges and agrees that the CP/HPS2 DDA may impose requirements on Contractor that are in addition to those set forth in Exhibit W, and that upon the imposition of any such requirement Owner may amend Exhibit W by notice thereof to Contractor and Contractor shall promptly comply with all such amended requirements. Should such event occur, Owner and Contractor shall enter into an equitable Change Order. Owner's failure to receive, review or approve evidence of insurance prior to the commencement of the Work shall not be deemed a waiver by Owner of the insurance requirements of this Agreement. Owner shall have no obligation to make any form of payment to Contractor until after the Insurance Compliance Date.

**20.2** Contractor, its Subcontractors, and its Sub-tier Subcontractors shall be responsible for purchasing and maintaining insurance coverage for their equipment. Contractor, its Subcontractors, and its Sub-tier Subcontractors waive all rights against Owner Parties and Agency Parties for any loss or loss of use of equipment.

**20.3** Contractor waives all rights against Owner Parties, Agency Parties and their subcontractors, sub-subcontractors, agents, consultants (including Architect and Construction Manager), and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work, except such rights as it may have to proceeds of such insurance held by Owner. This waiver of subrogation shall be effective as to a Person even though that Person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the Person had an insurable interest in the property damaged.

**20.4** To the extent the insurance requirements in the Project Manual conflict with the insurance requirements in this Contract, the Contract takes precedence.

## **ARTICLE 21. MEETINGS, INSPECTIONS AND CORRECTIONS**

**21.1 Meetings.** Contractor shall attend preconstruction meetings with Owner and mobilization conference. Contractor shall meet conduct and participate in weekly meetings with Owner (“**Progress Meetings**”). Contractor’s Representative, Owner, and major subcontractor, and any relevant Consultant are required to attend. Contractor shall provide a three-week look ahead schedule at each weekly Progress Meeting. Contractor shall prepare and maintain meeting minutes, in a form acceptable to Owner, and shall deliver the minutes to Owner and all other attendees within five (5) Business Days after each meeting. Contractor shall also meet and confer with Owner or any other Persons necessary to assist in scheduling and coordinating the Work as often as reasonable.

**21.2 Tests and Inspections.** Contractor shall arrange and attend all tests, inspections and approvals of the Work required by this Agreement, the Contract Documents or by Applicable Laws, at appropriate times. Unless otherwise provided, Contractor shall schedule such test, inspections and approvals with an independent testing laboratory or Entity acceptable to Owner, and with the appropriate Governing Authorities. Owner shall bear the cost of original testing (including soils and concrete testing) and original staking. Contractor shall pay all costs of re-inspection and re-testing resulting from inferior or defective materials or workmanship by Contractor, Subcontractors or Suppliers, and all costs incurred for additional site visits by any representative of any Governing Authority or Owner’s Consultants or other Persons required to complete such testing and inspection as a result of delays caused by Contractor, Subcontractor or Supplier. Contractor shall provide adequate warnings, barricades, signs, fences and other safety facilities for inspection of the Work by Owner, Consultants and all applicable Governing Authorities.

**21.3 Corrections.** If Owner, any governmental inspector, or any other Person entitled to inspect any portion of the Work determines that the Work is not being executed in a satisfactory manner, or that the Work or the materials being used do not meet the standards of the Applicable Laws, or the Contract Documents, Contractor shall, upon written notice from Owner or such other Person with inspection rights, immediately improve its performance, upgrade the materials it is using, and conform the Work to all applicable requirements of the Contract Documents and Applicable Laws, and Contractor shall adhere to Owner’s reasonable judgment in such matters.

## **ARTICLE 22. PERFORMANCE AND PAYMENT BONDS**

**Intentionally Omitted.**

## **ARTICLE 23. TERMINATIONS AND DEFAULTS**

**23.1 Termination by Contractor.**

**23.1.1** Contractor may terminate this Agreement if the Work is stopped for a period of sixty (60)

consecutive days through no act, failure to act or fault of Contractor or any Contractor Party, for any of the following reasons: (i) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (ii) an act of government, such as a declaration of national emergency which requires all Work to be stopped; or (iii) Owner has not made full payment on an Application for Payment for all sums not in dispute within the time stated in the Contract Documents. Contractor may also terminate if there has been repeated suspensions, delays or interruptions of the entire Work by Owner not otherwise permitted under the Contract Documents that constitute in the aggregate more than one hundred and fifty (150) days.

**23.1.2** Except as expressly provided in Sections 23.1.1, Contractor expressly agrees that no default, act or omission of Owner will entitle Contractor to terminate this Agreement or to suspend or abandon the Work, or to seek injunctive relief of any kind. Contractor acknowledges that it can be adequately compensated by monetary damages for any breach of this Agreement which may be committed by Owner. Contractor shall look solely to the property of Owner upon which the Project is being constructed; no shareholder, member, agent, employee or partner of Owner, nor any Person holding any interest in Owner shall have any personal liability for Owner's obligations.

**23.1.3** If one of the reasons described in Section 23.1.1 exist, Contractor may, after fifteen (15) Business Days upon written notice to Owner, terminate this Agreement and recover from Owner payment for Work executed in accordance with the Contract Documents up to the effective date of the termination and proven losses with respect to, materials, equipment, tools, and construction equipment and machinery, including the reasonable direct costs actually incurred by Contractor in preserving and protecting the Work and the Project Site until Owner takes possession of the Project Site or assumes responsibility for such protection. Owner may deduct from any payment under this Section 23.1.3 any amounts Owner is authorized to deduct pursuant to this Agreement. In no event shall Contractor have a claim for damages, whether direct or consequential damages, lost profits, or additional compensation of any nature on account of the termination of this Agreement.

**23.1.4** Contractor shall have no right to terminate based upon any default unless (i) Contractor has given Owner the written notice specifying the default, and (ii) Owner has failed to cure or reasonably commence and pursue a cure of the default within fifteen (15) Business Days after receiving the requisite written notice. If Owner cures, Contractor's notice of termination will be rendered ineffective, and this Agreement will continue in full force and effect.

## **23.2 Termination by Owner for Cause.**

**23.2.1** Owner may terminate this Agreement if Contractor: (a) fails to commence the Work in accordance with the provisions of the Contract Documents, including the Agency Policies; (b) fails persistently or repeatedly execute the Work to completion in an efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract Documents (including the Contract Time); (c) fails to use an adequate number or appropriate quality of personnel, materials, or equipment to complete the Work; (d) fails to comply with any of the material terms, provisions, or conditions of this Agreement or Contract Documents; (e) fails to make timely payments to Contractor's Subcontractors, or Suppliers or laborers except if Owner has failed to pay Contractor all sums due in accordance with the Contract Documents; (f) is in material breach of any other contract entered into between Owner or any of its Affiliates and Contractor; (g) persistently disregards any Applicable Laws; or (h) permits or causes any insolvency or change of ownership which includes but is not limited to any of the following occurrences: (i) the filing of a petition for relief under the Bankruptcy Code or the institution of any other insolvency proceedings by, against, or on behalf of Contractor; (ii) the appointment of a receiver for Contractor; (iii) any act of insolvency by Contractor; (iv) the death, dissolution or liquidation of Contractor; (v) Contractor causing or permitting a general assignment for the benefit of Contractor's creditors; or (vi) the transfer to others of more than twenty-five (25%) of the assets or ownership interest of Contractor except to the extent

agreed to in writing by Owner.

**23.2.2** When any of the enumerated reasons in Section 23.2.1 exist, Owner will send Contractor a Notice of Default setting forth the nature and extent of the alleged default and, if not otherwise self-evident, the actions necessary to cure the alleged default. Contractor shall, within five (5) Business Days after its receipt of such Notice of Default notify Owner in writing whether it intends to cure the alleged default and what actions it intends to take to cure the alleged default. If Contractor alleges that it is not in default, fails to respond timely to the Notice of Default, fails immediately to remedy or commence to remedy the default, if the default is not capable of being cured immediately, Owner shall be entitled to exercise any one or more of the remedies set forth in Section 23.2.3, below, all of which are cumulative and none of which shall be deemed exclusive of the other. In no event shall Contractor's cure of the default be completed more than forty-five (45) days after the delivery to Owner of Contractor's written response to Owner's Notice of Default.

**23.2.3** The remedies available to Owner are as follows:

- (i) terminate this Agreement in writing ("**Default Termination Notice**") with respect to all of or any portion of the Work without liability to Contractor for any Work thereafter performed by another contractor or anyone else;
- (ii) pursue any other right or remedy provided Owner elsewhere in the Contract Documents, including, the right to require Contractor to assign any and all subcontracts to Owner or such other Person as Owner may designate in writing, and to require Contractor to take all actions and execute all documents deemed necessary or desirable by Owner to effect such assignments of the enumerated subcontracts;
- (iii) withhold payment of any monies due Contractor until the default has been cured and a final accounting of Owner's costs and appropriate deductions have been made as permitted under the Contract Documents;
- (iv) setoff the cost to complete the performance of the Work against monies due to Contractor under the Contract Documents or any other contract between Owner (or any of its Affiliates) and Contractor (or any Entity owned or controlled by Contractor), whether such contract shall be in effect prior or subsequent to this Agreement, provided ten (10) days' advance written notice is given to Contractor of Owner's intent to exercise any such set off right with respect to any contract other than this Agreement;
- (v) pay any sums to any such Persons to whom Contractor shall be obligated and to charge such sums paid to the account of Contractor which sums so paid shall be deemed validly paid and incurred by Owner unless proven by Contractor to be unreasonable in amount in light of all the circumstances, including, that Contractor is in default of its contractual obligations. If the amount paid by Owner is greater than the amount then due Contractor, the excess shall be a debt due from Contractor to Owner and shall bear interest at the Stipulated Interest Rate;
- (vi) complete the Work or any portion thereof or correct any failures in the Work, and in so doing use any of Contractor's equipment, tools, supplies, construction plant, materials and other incidentals, and consume materials on the Project Site until the Work is completed, and Contractor shall pay Owner the cost of such completion or correction, including costs to compensate Owner for actual costs of mobilizing Owner's forces;
- (vii) recover from Contractor the reasonable value of all or a portion of the cost to



complete the Work;

(viii) recover from Contractor all damages arising out of such default, including consequential damages and lost profits and lost income; or

(ix) any and all other remedies as may be provided at law or in equity.

**23.2.4** Upon receipt of the Default Termination Notice, unless otherwise instructed by Owner, Contractor shall discontinue the Work as soon as safely practicable, and immediately discontinue the placing of orders for materials, facilities and supplies. Contractor shall follow Owner's instructions as provided in the Default Termination Notice or made verbally. Unless otherwise instructed by Owner, Contractor will only do such Work as may be necessary to preserve and protect the Work, materials, supplies and equipment at or around the Project Site or in transit thereto. If Owner elects to be assigned the subcontracts or other contracts or elects that Contractor assign the subcontracts or other contracts to any other Person, upon written request of such assignment(s), Contractor shall take all actions, and execute all documents necessary to obtain effective assignments as a condition precedent to receiving any payment under Section 23.2.5.

**23.2.5** If Owner terminates Contractor's right to complete the Work or if Owner completes the Work or any portion thereof, Contractor shall receive no further payment (including any Application for Payment submitted to Owner but unpaid) until the Work is completed and accepted by Owner and by any Governing Authorities. Owner shall pay Contractor (i) the amount owing on the Contract Price for the Work executed in accordance with the Contract Documents up to the effective date of the termination, (ii) fair compensation either by purchase or rental at the election of Owner for any equipment owned by Contractor that Owner elects to retain; (iii) the cost to preserve and protect the Work, material and equipment on and in transit to the Project Site, as proven; and (iv) together with, or less, all duly authorized and executed additive or deductive Change Orders, as applicable, less: (a) all costs incurred by Owner in completing the Work; (b) the additional costs described above; and (c) all fees for professional services by architects, engineers, Consultants and experts incurred by Owner as a result of Contractor's default. However, the amount, if any, to be paid to Contractor shall not cause the Contract Price to be exceeded. If the unpaid amount due to Contractor is less than all sums allocable to Owner under the provisions of Section 23.2.5, Contractor shall pay to Owner within thirty (30) days after Owner's invoicing Contractor and such costs shall bear interest at the Stipulated Interest Rate from the date due until paid. Contractor hereby grants Owner a lien and security interest in all Contractor's tools, supplies, materials, equipment, appliances, and other incidentals taken possession of by Owner as is permitted by the Contract Documents, to secure the payment thereof including all costs to remedy any unauthorized change(s) to the Work.

**23.2.6** If it is determined for any reason that Contractor was not in default, that its default was excusable or that Owner was not entitled to any remedy actually sought by Owner against Contractor as provided above, then the termination will be deemed to be a termination for Owner's convenience pursuant to Section 23.4.

### **23.3 Suspension by Owner for Convenience.**

**23.3.1** Owner may, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as Owner may determine, and Owner may reschedule any portion of the Work to a time and date acceptable to Owner.

**23.3.2** The postponement or rescheduling of the Work under this Section 23.3 may be grounds for an extension of Contract Time, if permitted under Article 13, and for an equitable adjustment in the Contract Price (i) the performance of the Work was properly scheduled by Contractor in compliance with the

requirements of the Contract Documents, (ii) such rescheduling or postponement is required for the convenience of Owner, (iii) such rescheduling or postponement affects the Critical Path, and (iv) Contractor provides Owner with written notice of such effect within seven (7) days after receipt of Owner's notice of the postponement or rescheduling. Owner shall not be responsible for any "impact claims" by Contractor or by any Subcontractor related to any postponement or rescheduling unless all of the conditions set forth in this Section 23.3.2 apply, and the notice requirement has been strictly followed.

#### **23.4 Owner's Termination for Convenience.**

**23.4.1** Owner may at any time during the term of this Agreement and for any reason terminate this Agreement at Owner's convenience. Termination for Owner's convenience shall be by service of a written notice from Owner to Contractor at least five (5) Business Days prior to the stated termination date ("**Convenience Termination Notice**").

**23.4.2** Upon receipt of a Convenience Termination Notice from Owner, Contractor shall, unless the Convenience Termination Notice directs otherwise, discontinue the Work as soon as safely practicable, and immediately discontinue the placing of orders for materials, facilities and supplies in connection with the performance of the Work. Contractor shall, as provided in the Convenience Termination Notice, either immediately terminate all existing subcontracts or take all actions and execute all documents deemed necessary or desirable by Owner to effect the assignment of all subcontracts to Owner or such other Person as Owner may designate in writing. Contractor shall, if required by Owner, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Owner, or, at the option of Owner, assign all orders, contracts and rights, including all benefits to be derived therefrom, to Owner. Contractor, as a condition to receiving any payment due Contractor upon termination pursuant to Section 23.4.3 shall execute any and all reasonable documents, instruments and agreements requested by Owner to effectuate any requested assignments. Unless otherwise instructed by Owner, Contractor will only do such Work as may be necessary to preserve and protect the Work, materials, supplies and equipment at or around the site or in transit thereto.

**23.4.3** In case of Termination for Convenience, Contractor shall be entitled to receive payment from Owner for Work executed in accordance with the Contract Documents up to the effective date of the termination of this Agreement and proven loss with respect to, materials, equipment, tools, and construction equipment and machinery, including the reasonable direct costs actually incurred by Contractor in preserving and protecting the Work and the Project Site until Owner takes possession of the Project Site or assumes responsibility for such protection. Owner may deduct from any payment under this Section 23.4.3 any amounts Owner is authorized to deduct pursuant to the Contract Documents. In no event shall Contractor have a claim for damages, whether direct or consequential, lost profits, lost income or additional compensation of any nature on account of the termination of this Agreement.

### **ARTICLE 24. RESOLUTION OF CLAIMS AND DISPUTES**

**24.1 Procedure Governing All Disputes.** All claims, disputes, disagreements, or controversies based upon, arising out of, directly or indirectly resulting to this Agreement or the performance of the Work shall be subject to this dispute resolution provision, unless specifically addressed otherwise in the PLA or the Agency Policies. In the event the PLA or the Agency Policy contains alternative dispute resolution provisions that cannot be integrated with the provisions in Article 24, the provisions of the PLA or Agency Policies, as the case may be, take precedence.

#### **24.2 Informal Resolution and Mediation.**

**24.2.1 Notice.** Within ten (10) Business Days after notification of a dispute by Owner or Contractor

to the other, representatives of Owner and Contractor, each with full authority to resolve the dispute, shall meet in person. If the Parties resolve the dispute, in whole or in part, the Parties' respective representatives shall execute a written memorandum setting forth the substance of the dispute, the mutually-agreed resolution, or any portion thereof so resolved, and the actions to be taken by the Parties to implement the resolution. Such executed memorandum shall be conclusive evidence of the mutually-agreed resolution, which the Parties shall thereafter implement.

**24.2.2 Initiation of Mediation.** If the Parties do not resolve the entire dispute pursuant to the provisions of Section 24.2.1, prior to the initiation of any further dispute resolution proceedings, the Parties shall make a good faith effort to resolve the dispute by mediation. The Parties shall select one (1) mutually agreeable disinterested third party (“**Mediator**”) with expertise in the development, design, and construction of similar project within ten (10) Business Days after the informal meeting of the Parties, and the Mediator shall agree upon the dates, times, locations, and manner of proceeding with such process.

**24.2.3 Procedures for Mediation.** The process, at a minimum, shall include the following requirements: At least two (2) Business Days prior to the initial mediation conference with the Mediator, each Party shall submit a “position paper” to the Mediator and the other participants.

**24.2.4 Timing.** The informal attempts to negotiate a settlement under Section 24.2.1 and the mediation shall be completed within sixty (60) days after the date of notification of the dispute to either Party. If the dispute is not resolved in its entirety within such sixty (60) day period, then either Party may, within fifteen (15) days after the expiration of the sixty (60) day period, commence arbitration proceedings pursuant to Sections 24.3.

**24.2.5 Admissibility.** Nothing disclosed by any Party during the informal meetings or mediation may be admitted in any subsequent adjudicative process.

**24.2.6 Condition Precedent.** Participation in the mediation is a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration.

**24.3 Arbitration Proceedings.** If the mediation is not successful in resolving the entire dispute or is not legally available, then the dispute will be submitted to binding arbitration. The dispute shall be administered in accordance with procedures established by the American Arbitration Association (“AAA”). For disputes that involve allegations of patent or latent construction defects, such disputes shall be administered in accordance with the Construction Industry Arbitration Rules and in effect on the date of the submission of the claim to arbitration, except to the extent there is any conflict in this Agreement, which shall take precedence. If AAA is not then in existence, then the dispute shall be submitted to JAMS, and administered in accordance with either the Streamlined Arbitration Rules and Procedures, or (if applicable) the Comprehensive Arbitration Rules of JAMS, except to the extent there is any conflict in this Agreement, which shall have precedence.

**24.3.1 Federal Arbitration Act.** Owner and Contractor agree that all dispute resolution procedures in this Article 24 are interpreted by the Federal Arbitration Act. References to California law made herein shall not be construed as a waiver of any rights under the Federal Arbitration Act, or any rights to have such dispute resolution procedures interpreted and enforced under the Federal Arbitration Act.

**24.3.2 Arbitrator’s Authority.** The arbitrator shall not have the power to commit (i) errors of law or legal reasoning, (ii) errors of fact, and (iii) errors with regard to mixed questions of law and fact. In addition, the arbitrator shall not have the power to render an award (iv) not based on substantial evidence, (v) based on evidence not presented at the hearing, or (vi) not in conformity with the substantive and procedural law of the State of California. If the arbitrator exceeds any of the foregoing specific powers, the award may be vacated or corrected by filing a petition in the applicable Superior Court. In reviewing the

award, the Superior Court shall sit as if it were an appellate court, in all respects, including but not limited to the scope.

**24.3.3 Class Actions.** Under this Agreement, the arbitrator shall have no power to allow or preside over any form of class proceedings, representative proceedings or any proceeding on behalf of the general public or similarly situated persons.

**24.3.4 Review and Appeal.** Under this Agreement, the award shall be in writing, signed by the arbitrator, or majority of arbitrators, and shall include a statement setting forth the findings of fact and conclusion of law, which shall be in accordance with the laws. If the award is not otherwise subject to being vacated or appealed as provided by law or under Section 24.3.2, the award may be entered and enforced as a final judgment in any court of competent jurisdiction.

**24.3.5 Attorneys' Fees and Arbitration Costs.** Each Party will bear its own attorneys' fees, experts' fees, costs and costs related to the arbitration.

**24.4 Venue.** If any court proceeding challenging the enforcement of the dispute resolution procedures herein is instituted (despite the provisions herein making that issue one to be resolved by the arbitrator), the Parties agree that the exclusive jurisdiction and venue shall be the court in the county in California in which the Project is located, or in which Owner (or the division of Owner that owns the Project) has its principal place of business.

**24.5 Collateral Estoppel.** No finding or stipulation of fact, no conclusion of law and no arbitration award in any other arbitration, or similar proceeding shall be given preclusive collateral estoppel effect in any arbitration hereunder unless there is a mutuality of parties.

**24.6 No Waiver.** This Article 24 shall not be deemed a limitation of any rights or remedies that Contractor may have under any Federal or State mechanics' or design professionals' lien laws or under any applicable labor and material payment.

**24.7 Waiver of Jury Trial.** AS TO ALL DISPUTES COVERED BY THIS ARTICLE 24 OF THIS AGREEMENT, THE PARTIES WAIVE ANY RIGHTS TO JURY TRIAL FOR SUCH DISPUTES. THE PARTIES MAKE THIS WAIVER KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY, AND ACKNOWLEDGE THAT NO ONE HAS MADE ANY REPRESENTATION OF FACT TO INDUCE THEM TO MAKE THIS WAIVER OR IN ANY MANNER OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO BE ADVISED BY INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT AND IN MAKING THIS WAIVER. THE PARTIES FURTHER ACKNOWLEDGE, HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS WAIVER, INTEND THAT THIS WAIVER BE CONSTRUED AS BROADLY AS POSSIBLE AND EXTENT TO ALL DISPUTES COVERED BY THIS AGREEMENT.

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OWNER'S INITIALS

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CONTRACTOR'S INITIALS

**24.8 Third-Party Disputes.** If any dispute involves parties other than Owner, Contractor or a party that is bound by these dispute resolution provisions, this Article 24 shall be interpreted to require joinder of those third parties into the dispute resolution procedure prescribed herein to the fullest extent permitted by

law. All Parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the dispute resolution proceeding. If a third party (other than a bound party) brings an action or proceeding, including any alternative dispute resolution proceeding (the “**Third-Party Action**”) against Owner and it is not legally permissible to bring the third party into the dispute resolution procedure provided herein, Owner may, in its sole and absolute discretion, elect any one of the following options:

- (i) Implement a standstill arrangement pursuant to which Contractor and all Subcontractors shall be bound and all proceedings herein shall thereafter be stayed, all statutes of limitations tolled, and all rights, as between or among Owner, Contractor, or any Subcontractor involved in the dispute are preserved pending the outcome of the Third-Party Action; or
- (ii) Join Contractor or any Subcontractor in the Third-Party Action to the fullest extent permitted by law, without regard to the procedural requirements established herein, and therefore resolve all disputes with Contractor and any such Subcontractors relating to the Third-Party Action; or
- (iii) Proceed independently of the Third-Party Action to resolve all disputes of any nature, including those relating to any claims or controversies affecting Contractor or any Subcontractors being litigated in the Third-Party Action in accordance with the procedures set forth herein.

## **ARTICLE 25. MISCELLANEOUS PROVISIONS**

**25.1 Assignment.** Contractor agrees that the nature of the Work and Contractor’s obligations hereunder are personal, and that Contractor may, therefore, not assign or delegate its obligations hereunder without the written approval of Owner, which approval Owner may withhold for any reason, whether or not reasonable. In addition to constituting a default under this Agreement, any assignment or attempted assignment made in violation of this Section 25.1, will be null and void. If Owner does consent in writing to an assignment, then the assignee shall be bound to all terms of this Agreement. Contractor will be liable to Owner for all damages resulting therefrom and the assignee will acquire no rights under this Agreement. Owner shall be entitled to delegate all or any portion of its obligations hereunder and assign all or any portion of this Agreement. To the extent that Owner makes any such assignment, (i) the assignee shall be “Owner” under this Agreement, unless otherwise stated in the assignment, (ii) the assignor shall continue to be an “Additional Insured” for all purposes under Article 20; (iii) assignee and assignor shall be indemnified under all indemnities under this Agreement (including as an Indemnified Party under Article 14); and (iv) Contractor shall make commercially reasonable efforts to cause the assignee to be named as an “Additional Insured” for all purposes under Article 20.

**25.2 Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the matters covered thereby and supersede all prior negotiations, representations and agreements with respect to the matters covered in the Contract Documents. The Contract Documents may only be modified or amended by a document duly executed on behalf of each of the Parties.

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OWNER'S INITIALS

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CONTRACTOR'S INITIALS

**25.3 Successors and Assigns.** Subject to Section 25.1, the terms, conditions, covenants and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties. Owner and Contractor each binds, itself, its successors, assigns and legal representatives to the other Party hereto, and to the successors, assigns and legal representatives of such other Party, in respect to all covenants, agreements and obligations contained the Contract Documents.

**25.4 No Waiver.** The failure of a Party to waive any default or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement or any Contract Documents shall not in any way affect, limit, modify, or waive such Party's right to enforce or compel strict compliance with every term, covenant, condition, or other provision hereof. Unless this Agreement or Contract Documents specifically provide for a waiver, no Party hereto shall be deemed to have waived any material provision of those documents unless it does so in writing and is signed by an authorized representative of such Party. No "course of conduct," "course of dealing", or "trade custom" shall be considered to be such a waiver, absent such a writing.

**25.5 Notices.** Any notice, request, demand or other communication given or required to be given hereunder ("**Notice**") must be in writing and personally delivered, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or sent by a nationally or regionally recognized courier service such as Federal Express, addressed as follows:

If to Owner:	HPS Development Co., LP c/o Lennar Urban One Sansome Street, Suite 3200 San Francisco, CA 94104 Attn: Kofi Bonner Facsimile No. 415-995-1770 Telephone No. 415-995-1778
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If to Contractor:	Contractor Attention: [Address Line 1] [Address Line 2] Telephone No.: Email Address:
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Delivery of any notice shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt or courier's records as the date of delivery or first attempted delivery to the address of the addressee, if sent by mail or courier. Notice may also be given by facsimile. Any notice given by facsimile shall be deemed delivered when received by the facsimile machine of the receiving Party if received before 5:00 p.m. (Pacific Time) on the Business Day received, or if received after 5:00 p.m. (Pacific Time) or on a day other than a Business Day, then such notice shall be deemed delivered on the next following Business Day. The transmittal confirmation receipt produced by the facsimile machine of the sending Party shall be prima facie evidence of such receipt. Any Party may change its address or facsimile number for notice purposes by giving notice to the other Party.

**25.6 Survival of Rights.** Any indemnity, warranty or guaranty given by Owner and Contractor in the Contract Documents shall survive the expiration or termination of this Agreement and shall be binding upon Owner and Contractor until such date as any particular claim or action for which indemnification, warranty or guaranty may be claimed is fully and finally resolved, and, if applicable, any compromise thereof or judgment or award thereon is paid in full by Contractor, and Owner or any other Indemnified Party is fully reimbursed for any amounts paid in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including actual attorneys' fees. Payment shall not be a condition precedent to the enforcement of any of the indemnity, warranty and guaranty provisions in the Contract Documents.

**25.7 Independent Owner and Third-Party Beneficiary.** In performing its obligations under this Agreement, Contractor shall be deemed an independent contractor and not an agent or employee of Owner. Contractor

acknowledges and agrees that the Agency is a third-party beneficiary for purposes of compliance with the Agency Policies and only to the extent specifically required therein.

**25.8 Severability.** If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void, against public policy or otherwise unenforceable for any reason, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall remain in full force and effect.

**25.9 Interpretation.** Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, or any defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit or defined term of this Agreement. Any reference to a Recital, an Article or a Section includes all subsections, clauses and subparagraphs of that Recital, Article or Section. Section and other headings are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. The use in this Agreement of the words “including”, “such as” or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as “and limited to” or words of similar import are used with reference thereto. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. Any specific requirement in this Agreement that is the responsibility or obligation of Contractor that also apply to a Subcontractor or Contractor Party is added for emphasis and is also here by deemed to include a Subcontractor of any tier and Contractor Party. The omission of a reference to a Subcontractor or Contractor Party in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier or Contractor Party under the Contract Documents or the applicable subcontract.

**25.10 Remedies Cumulative.** All rights and remedies of the Parties are cumulative and in addition to those existing at law or in equity, and the exercise of any one or more thereof by either Party hereto shall not be construed to constitute a waiver of any others.

**25.11 Subordination.** Contractor does hereby subordinate any and all liens or lien claims which it may now or at any time hereafter have to secure payment of any sums now or hereafter owing by Owner to Contractor under the terms hereof to the lien or liens given or created to secure the repayment of any construction loan or loans made to Owner in connection with the Work. Contractor shall execute promptly upon the request such other or further agreements evidencing such subordination in such form as any such Lender shall require. Nothing contained in this paragraph shall be construed to impair the lien rights that Contractor otherwise has.

**25.12 Exhibits, Riders and Addenda.** All Exhibits, Riders or Addenda attached hereto are incorporated herein by reference. The capitalized terms used in the Exhibits, Riders or Addenda have the meanings ascribed to them in the Exhibits, Riders or Addenda. Otherwise, the terms are defined as stated in this Agreement.

**25.13 Representations and Warranties.** The following representations of Contractor are material to Owner’s selection of Contractor (in addition to any other representations and warranties contained in the Contract Documents), which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, the Final Completion of the Work and the expiration of any warranty period. Contractor shall provide such reasonable evidence necessary to support any of the

following representations upon written request therefor by Owner. Contractor hereby expressly represents and warrants to Owner as of the Effective Date and as of each Application of Payment that:

(i) Contractor and, to Contractor's knowledge, its Subcontractors, are financially solvent, able to pay all debts as they mature, and possess sufficient working capital to complete the Work and perform all obligations hereunder;

(ii) Contractor is able to furnish the plant, tools, materials, supplies, and equipment, and has adequately trained and experienced management, supervision, and labor required to complete the Work and perform its obligations hereunder, and the key personnel assigned to the Project have the experience and competence to do so;

(iii) Contractor is authorized to do business in the City and the State of California and is properly licensed by all Governing Authorities;

(iv) Contractor's execution of this Agreement and performance of its obligations under the Contract Documents is within Contractor's duly authorized powers, the individuals executing this Agreement on Contractor's behalf are duly authorized to sign and bind Contractor to the terms of this Agreement, and this Agreement is a valid, binding, and enforceable obligation of Contractor;

(v) Contractor's management personnel assigned to the Project have visited the Project Site, are familiar with the local conditions under which the Work is to be performed, and have correlated observations with the requirements of the Contract Documents.

(vi) Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project involving, among other things, the construction of multi-family structures and appurtenant facilities, and will perform the Work with the Standard of Care; and

(vii) With respect to any Design-Build Work, Contractor is experienced in managing the effort by all participants to such components, both design professionals and others to provide a complete and coordinated design and installation.

**25.14 Governing Law.** This Agreement shall be governed by the laws of the State of California.

**25.15 Time References.** Any reference in this Agreement to time for the performance of obligations or to elapsed time shall mean consecutive calendar days, months or years, as applicable, unless otherwise expressly indicated herein. References in this Agreement to days shall be to calendar days, unless otherwise specified; provided, that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding Business Day. Time is of the essence of this Agreement.

**25.16 Trademark.** Neither Contractor nor Owner will use each other's name, logo or trademarks in any fashion without the express written consent of one another. Owner expressly reserves the right to approve, in advance, its name being placed on a list of representative client for distribution by Contractor.

**25.17 Amendment.** This Agreement may only be modified or amended by a written instrument executed by both Parties, including a Change Order.

**25.18 No Party Drafter.** Certain provisions of this Agreement were drawn by Contractor and certain



provisions were drawn by Owner and all provisions have been reviewed by the Parties. As a result: (i) the provisions of this Agreement shall be construed as a whole, according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purposes of the Parties, and (ii) no Party nor its counsel shall be deemed the drafter of any provision of this Agreement.

**25.19** Counterparts. For the convenience of the Parties, this Agreement may be executed in several original counterparts, each of which shall together constitute but one and the same Agreement. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

**[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]**

CONTRACTOR:

[Contractor]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractors' State License Board  
[License No.]

OWNER:

HPS DEVELOPMENT CO., LP,  
a Delaware limited partnership

By: CP/HPS Development Co. GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Kofi Bonner  
Title: Authorized Representative

## DEPICTION OF PROJECT SITE



## **EXHIBIT B**

### **SCOPE OF WORK**

The scope of work includes the park and open space: Hillpoint Regional Park/ Coleman Bluff Path for Phase 1, Hunters Point Shipyard, as more fully described in the Request for Proposal dated December 2014, as may have been amended, supplemented or modified.

Scope of work for Hillpoint Regional Park has been amended to omit the Concrete Overlook Structure and the 12-inch Stormwater Overflow Pipe as indicated on the project plans and herein as Exhibit “F”.

## **EXHIBIT C**

### **LIST OF DRAWINGS, SPECIFICATIONS AND OTHER TECHNICAL DOCUMENTS**

**Hilltop Regional Park and Coleman Bluff Path Project Drawings and Technical Specifications**

## EXHIBIT D

### **AGREEMENT TO BE BOUND** **(PROJECT LABOR AGREEMENT (PHASE 1 OF THE HUNTERS POINT SHIPYARD))**

The undersigned hereby certifies and agrees as of \_\_\_\_\_ (the “**Effective Date**”) that:

- 1.) It is an Employer as that term is defined in Article 2.3 of the Memorandum of Agreement for Hunters Point Shipyard Redevelopment Project dated March 24, 2008 (as amended and supplemented from time to time, the “**PLA**”), with the San Francisco Building & Construction Trades Council and Its Individual Member Local Unions (collectively, the “**Unions**”), concerning the Hunters Point Shipyard Redevelopment Project located in the City and County of San Francisco, California (as more particularly defined therein, the “**Project**”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on a portion of the Project, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the PLA.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the PLA and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound for the performance of Covered Work by the Master Labor Agreement of the craft union in the geographic area of the Project and having traditional and customary craft jurisdiction over the Covered Work and by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the PLA.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, all as more particularly set forth in the PLA.

[Contractor]  
a California Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT E**

**DESIGN-BUILD WORK**

*Intentionally Left Blank*

**EXHIBIT F**  
**SCHEDULE OF VALUES**



**EXHIBIT F-1**

**ANTICIPATED MONTHLY DRAW SCHEDULE**

## **EXHIBIT G**

### **PROJECT QUALIFICATIONS AND EXCLUSIONS**

# EXHIBIT H

## APPLICATION FOR PAYMENT

Notwithstanding the text of the attached forms requiring Architect's/Consultant's certification or any other action, the Parties acknowledge that Owner shall be the sole party with authority to approve and accept Contractor's Application for Payment as more fully set forth in the Contract Documents.

1

**DRAFT AIA® Document G702™ - 1992**

**Application and Certificate for Payment**

TO OWNER: PROJECT: Response to Request for Qualifications APPLICATION NO: 001 Distribution to: OWNER: ARCHITECT: CONTRACTOR: FIELD:

PERIOD TO: General Construction  
CONTRACT FOR: / /  
CONTRACT DATE: / /  
PROJECT NOS: / /

FROM CONTRACTOR: VIA ARCHITECT:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$0.00  
2. NET CHANGE BY CHANGE ORDERS..... \$0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$0.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$0.00  
5. RETAINAGE:  
a. 0 % of Completed Work (Column D + E on G703)..... \$0.00  
b. 0 % of Stored Material (Column F on G703)..... \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$0.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)..... \$0.00

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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Dear Rotea: (791322666)

# EXHIBIT I

## LIEN INDEMNITY

To:     **HPS Development Co., LP**  
          **One Sansome Street, Suite 3200**  
          **San Francisco, CA 94104**

**Date:**

From: [Contractor]

Project: **HUNTERS POINT SHIPYARD –PHASE 1**  
          **Hillpoint Regional Park/ Coleman Bluff Path**

According to the provisions of the Agreement dated \_\_\_\_\_ 2015 to construct subject Project, by signing below we ask you to make a payment numbered \_\_\_\_\_ in the amount of \$\_\_\_\_\_.

According to our records, when you make the payment requested here, you will have paid a total of \$\_\_\_\_\_.

We hereby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of work accomplished under the terms of the Agreement (and all authorized changes thereto) between the undersigned and HPS Development Co., LP to the above-referenced project.

We also certify that payments, current to date, have been made through the period covered by previous payments received from HPS Development Co., LP to (1) all Subcontractors, including Sub-tier Subcontractors, less applicable retention, and (2) for all materials and labor used in, or in connection with, the performance of the Agreement. We further certify we have complied with federal, state, and local tax laws, including social security laws and unemployment compensation laws and workers laws insofar as applicable to the performance of the Agreement. We further certify that the amount received under this payment request will be applied to discharge all labor trust funds, material and sub-contract obligations applicable to this project up to the date thereof.

The undersigned further agrees and warrants as follows.

- (a) Any payment issued on the basis of this request for payment shall constitute payment in full to the extent set forth in this request,
- (b) The labor and/or material covered by this request for payment have been furnished and performed at the work-of improvement as called for by the Agreement.
- (c) Any and all mechanics' lien(s), stop notice(s), and other rights and remedies under the mechanics lien law of the State of California; and related and similar laws, are hereby released and waived to the extent of this request. Any and all claims and rights against bonds (whether performance bonds, payment bonds, or any other kind of bond) relating to or obtained in connection with the work of improvement described below, are hereby waived and released to the extent of this request for payment. All suppliers and laborers for the undersigned have been paid in full for the goods or services included within this request for payment, or will be paid with the proceeds of any disbursement made pursuant to this request for payment, which disbursement will be received in trust for that purpose.
- (d) The above waivers and releases are conditional, and shall be effective on receipt of the payment requested herein.

- (e) To hold harmless HPS Development Co., LP, Owner Parties, Agency Parties, and its Lenders, and the property from any cost, expense (including attorney's fees) or liability arising out of the work, labor, materials or breach of the above certification.

\_\_\_\_\_

[Contractor]

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT J**

**SCHEDULE OF GENERAL CONDITIONS**

## EXHIBIT K

### PROJECT CLOSEOUT FORMS

FOR AND IN CONSIDERATION OF THE SUM OF \_\_\_\_\_  
DOLLARS ( \$ ), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, [Contractor], the undersigned Contractor, hereby fully and forever releases, acquits and discharges HPS Development Co., LP, Owner Parties, their parent, related and Affiliates, their agents, employees, consultants, officers, directors, successors and assigns, all of whom are hereinafter referred to as "**Releasee**", from all manner of action and causes of action, suits, claims of any type, judgments, damages and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain Agreement with an Effective Date of \_\_\_\_\_, 2014, Contract Number \_\_\_\_\_, between HPS Development Co., LP and Contractor, and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the Hunters Point Shipyard, Hillpoint Regional Park/ Coleman Bluff Path.

Contractor expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 which states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Releasee, Contractor expressly acknowledges that this General Release contemplates the extinguishment of all claims which Contractor does not know or suspect to exist in its favor at the time of execution.

The undersigned covenants that except for actions and suits based upon breaches of the terms of this Release, it shall not commence or prosecute any action or suit in law or in equity, against the Releasee on account of any action or cause of action which now exists or which may hereafter accrue in its favor.

In addition to any other liability which shall accrue upon the breach of the covenants contained herein, the undersigned shall be liable to pay all reasonable attorneys' fees and costs incurred by the Releasee in the defense of any such action or suit.

#### CONTRACTOR:

[Contractor]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT K**

STATE OF CALIFORNA, COUNTY OF \_\_\_\_\_

NOTARY PUBLIC personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



# EXHIBIT K-1

## CONTRACTOR'S AFFIDAVIT

Form 2  
Page 1 of 2

From: [Contractor]

To: HPS Development Co., LP

The undersigned, being duly sworn, upon his oath deposes and says:

1. That he is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.
2. That this Affidavit is made with respect to Contract No. \_\_\_\_\_, dated \_\_\_\_\_, 2015, for the Hunters Point Shipyard - Hillpoint Regional Park/ Coleman Bluff Path in San Francisco, CA.
3. That all Work performed under the above contract through the date of this Affidavit has been performed in accordance with the terms of said contract.
4. That Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

CONTRACTOR:

[Contractor]

\_\_\_\_\_  
By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_                    )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

**EXHIBIT K-1**  
**CONTRACTOR'S AFFIDAVIT - SCHEDULE A**

Form 2  
Page 2 of 2

Date: \_\_\_\_\_

From: [Contractor]

To: Hunters Point Shipyard – Hillpoint Regional Park/ Coleman Bluff Path

Re: Contract No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_, between  
Owner and [     ].

The following are ALL the amounts due and owing to all persons, firms, corporations and union welfare and benefit funds (if any) who have furnished services, labor, materials, equipment or supplies, with respect to the above referenced contract. All amounts represent the total amount due and owing as of the date hereof AND any contested, claimed, or unissued credits are specifically noted next to the amounts due and owing.

<u>NAME</u>	<u>AMOUNT DUE AND OWING</u>	<u>OTHER</u>
-------------	---------------------------------	--------------

Please initial:

\_\_\_\_\_  
Contractor

## EXHIBIT K-2

### CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Form 3  
Page 1 of 1

Project: Hunters Point Shipyard – Hillpoint Regional Park/ Coleman Bluff Path

Contract No.: \_\_\_\_\_

Contractor: [Contractor]

Effective Date of Contract: \_\_\_\_\_, 2015.

In consideration of the final payment under the contract shown above between [Contractor] and HPS Development Co. LP as Owner, and the undersigned, as Contractor, for Work on the above-captioned Project, the undersigned hereby represents that all claims which the undersigned may have against Owner-furnished insurance (as and to the extent provided pursuant to the Contract Documents) for the Project have been reported in writing to the HPS Development Co., LP. Contractor hereby waives and releases HPS Development Co., LP, Lennar Corp., their insurance carriers pursuant to any such Owner-furnished insurance, their respective parents, subsidiaries, related and Affiliates and the officers, directors, agents and employees of each from any and all claims for property damage which have not been timely reported in writing to HPS Development Co., LP. HPS Development Co., LP and its insurance carriers reserve the right to deny any claim which has not been timely filed.

If not incorporated, sign below:

If Corporation, sign below:

\_\_\_\_\_  
(Signature of Owner, Partner)

[Contractor]

Title: \_\_\_\_\_  
(Enter Position of Signatory)

Title: \_\_\_\_\_  
(Signature of Corporate Officer)

d/b/a/ \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

## EXHIBIT K-3

### WAIVER OF LIEN/LITIGATION LIST

Form 4  
Page 1 of 1

**CONTRACTOR:** [Contractor]

**CONTRACT NO.:** \_\_\_\_\_

All of the following have filed one or more of the following Notices:

Pursuant to the Agreement, provide such releases, waivers, or satisfactions of lien (or other documentation) in such form as HPS Development Co., LP may require for the following:

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY

Please initial:

\_\_\_\_\_  
Contractor

## EXHIBIT K-4

### CONTRACTOR'S GUARANTEE TO OWNER

Form 5  
Page 1 of 2

Date: \_\_\_\_\_

From: [Contractor]

To: HPS Development Co., LP

Contract No.: \_\_\_\_\_

Project: Hunters Point Shipyard – Hillpoint Regional Park/ Coleman Bluff Path

In further consideration of the above-referenced contract and pursuant to the provisions thereof, the undersigned hereby guarantees to Owner, its successors and assigns, that all Work, as defined in the Contract Documents, whether performed or caused to be performed by the undersigned, shall be free from any Defects in workmanship, materials and/or equipment and shall be in strict compliance with the Contract Documents. If, within a period of one (1) year from the date of acceptance of the Work by Owner (or such longer period of time as may be prescribed by law or otherwise specified in the Contract Documents), the Work or any portion thereof shall prove to be Defective in workmanship, material and/or equipment, or in any way not in strict compliance with the Contract Documents, then the undersigned shall repair and/or, at the option of Owner, replace at its own cost and expense, all such Defective or non-complying Work, together with any other components of the Work, structures or facilities which have been displaced or damaged by so doing or which have been damaged as a result of any Defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Such repairs and/or replacements shall be performed in accordance with the terms, conditions, covenants and provisions of the Contract Documents pursuant to which the Work was performed in the first instance, except that such repairs and/or replacements shall be without cost to Owner, its successors or assigns, or to any related company of Owner.

Should the undersigned fail to perform its said repair and/or replacement obligations promptly after being given notice of its breach of this Guarantee, then Owner may perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof, at Owner's option; provided, however, that if, in the sole judgment of Owner, an emergency exists as a result of any such Defective or non-complying Work which, in Owner's opinion, requires more immediate corrective action than the undersigned is able to provide, then Owner may, without notice to the undersigned, perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof.

Date: \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR:

[Contractor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT K-4

### CONTRACTOR'S GUARANTEE TO OWNER

Form 5  
Page 2 of 2

Local Representative to be contacted for service:

---

CONTRACTOR

---

Name

---

Address

---

Telephone Number

## EXHIBIT K-5

### CONSENT OF SURETY

Form 6  
Page 1 of 1

Date: \_\_\_\_\_

HPS Development Co. LP  
One Sansome Street, Suite 3200  
San Francisco, CA 94104

Attention: Contract Administration

Gentlemen:

We are the surety for [Contractor] (the "Contractor") under Performance and Payment Bonds issued in connection with Contract No. \_\_\_\_\_, dated \_\_\_\_\_, between Contractor and HPS Development Co., LP (the "Owner") pursuant to which Contractor is performing certain Work in connection with the construction of the Hunters Point Shipyard, – Hillpoint Regional Park/ Coleman Bluff Path. We understand that Contractor desires to be paid, subject to our consent, the Retainage held by Owner under the aforesaid contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the Retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Sincerely,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***(THIS SPECIFIC FORMAT MUST BE SUBMITTED ON THE LETTERHEAD OF THE SURETY)***

**EXHIBIT L**

**SCHEDULE OF LABOR RATES**



## EXHIBIT M

### **NOTICE TO PROCEED**

Notice is hereby given by Owner that on \_\_\_\_ day of \_\_\_\_\_, 2015, Contractor is directed to commence construction of Work pursuant to Contract No. \_\_\_\_\_ (the “**Agreement**”).

Contractor has **One Hundred and Twenty (120) calendar days** from this date within which to Finally Complete the entire Work as set forth in the Agreement and shall complete the Work as set forth in the Agreement. Time is of the essence with respect to the Agreement and, accordingly, Contractor promises to complete the Work within the specified period of time or be liable for liquidated damages, as stipulated in the Agreement.

#### **Overall Project Scope of Work:**

Contractor shall construct all improvements in accordance with all plans, drawings, specifications, and other technical documentation and Construction Documents with respect to the Project as stated in Exhibit C.

The Project is more particularly described as – Hillpoint Regional Park/ Coleman Bluff Path.

#### **OWNER:**

HPS Development Co., LP,  
a Delaware limited partnership,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

#### **CONTRACTOR:**

[Contractor]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT N**

[INTENTIONALLY OMITTED]

## EXHIBIT O

### WEATHER DELAY CLAIM LOG

Signatures on this Weather Delay Claim Log depicts that weather caused some Work to be interrupted. However, the requirements set forth in Article 12 of the Agreement must be met for the Contract Sum and/or Contract Time to be increased.

<b>Date of Weather Delay</b>	<b>Description of Work in Progress at time of Delay</b>	<b>Critical Path Work Disrupted by Weather</b>	<b>Contractor's Initials</b>	<b>Owner Initials</b>

**EXHIBIT P**  
**DEFICIENCY NOTICE**

To: [Contractor] Number DN #  
Project: Hunters Point Shipyard – Hillpoint Regional Park/ Coleman Bluff Path  
Date:  
Contract:

---

Pursuant to Section 15.3 of the Agreement, including, without limitation, you are hereby directed to remedy or correct the damaged, defective or non-conforming Work as described below:

**Corrective Action Required:**

Contractor shall submit corrective action that conforms to the Contract Documents within seven (7) days of receipt of this Deficiency Notice for review and acceptance by Owner.

---

Pursuant to all applicable sections of the Contract Documents, this defective or nonconforming Work shall be corrected/remedied at no additional cost or time extensions to the Owner. Failure to correct said defective or nonconforming Work as specified herein will require the Work to be performed by the Owner, and all costs may be back charged to the Contractor and deducted from future payments due Contractor as permitted pursuant to the Agreement and the other Contract Documents including, without limitation, Section 15.3 of the Agreement.

---

Completed: \_\_\_\_\_ Corrective Action

\_\_\_\_\_  
Owner's Representative Date

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Initiator Date

## **EXHIBIT Q**

### **PROJECT MANAGEMENT TEAM**

<b>Name</b>	<b>Title</b>	<b>Cell</b>
<hr/>		

**EXHIBIT R**  
**TRAFFIC CONTROL PLAN**

See Attached

## **EXHIBIT S**

### **HEALTH AND SAFETY PLAN**

[Contractor] EHS&S Plan is attached.

## **EXHIBIT T**

### **OSHA ADDENDUM**

CONTRACT NO.:\_\_\_\_\_

To: Contractor:

This Addendum will confirm that Contractor is fully cognizant of all relevant occupational safety and healthy statues, regulations, and orders applicable to Contractor's performance of the Work, including, without limitation, the following provisions of the California Administrative Code, Title 8 (Industrial Relations), Division 1: (i) Chapter 3.2, Subchapter 2 (Regulations of the Division of Occupational Safety and Health); and (ii) the Regulations of the California Division of Occupational Safety and Health, Orders of the Division of Industrial Safety as set forth in Chapter 4, Subchapter 4 (Construction Safety Orders), and Cal/OSHA'S SB 198 Injury and Illness Prevention Program requirements as set forth in Chapter 4, Subchapter 7 (General Industry Safety Orders). Contractor hereby acknowledges compliance with all the same.

Contractor agrees to abide by all of the above-referenced statues, rules, regulations, and orders, and to take all steps to ensure that all employees on the jobsite covered by the Agreement will be fully knowledgeable of the rules as well. To facilitate Contractor's compliance with these obligations, a copy of any relevant regulations or orders will be provided to Contractor within ten (10) Business Days after Contractor's written request to Owner for such regulations or orders.

Acknowledgment:

#### **CONTRACTOR**

By: \_\_\_\_\_

Date:\_\_\_\_\_

Title:\_\_\_\_\_



## EXHIBIT U

### HAZARDOUS MATERIALS CERTIFICATE

PROJECT/CONTRACT NO.: \_\_\_\_\_ between HPS Development Co., LP (“Owner”) and  
[Contractor] (“Contractor”)

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials (ACM), polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Owner’s determination. Contractor shall pay the costs of any such tests if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense and at no additional cost to the Owner.
6. Contractor has read and understood the document Section 01500 – Environmental Compliance, and shall comply with all the provisions outlined therein.

I certify under penalty of perjury under the laws of the State of California that I will comply with all hazardous material procedures and requirements of this section.

**Date:** \_\_\_\_\_

**Name of Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name of Signer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## EXHIBIT V

### MSDS ADDENDUM

CONTRACT NO.: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Subject: "HAZARDOUS MATERIALS DISCLOSURE STATEMENT"

Please be informed that you are obligated by "Proposition 65", the OSHA Hazard Communications Standards, and all other local governing agencies to disclose in writing to Contractor any Hazardous Materials being used or stored on any of Contractor's projects along with all applicable "Material Safety Data Sheets."

To comply with the Hazardous Materials Compliance Program being implemented by Contractor and HPS Development Co., LP, Hazardous Materials information will be on file in each construction site office for your employee's review.

If you are working on more than one project, each project shall be disclosed to Owner separately.

If you will use no Hazardous Materials at the Project for completion of your Work please sign the Acknowledgment below and indicate "Not Applicable" and return to Owner and Contractor with your executed Agreement. Your signature below constitutes a representation and warranty that no Hazardous Materials will be used on the Project unless and until Contractor/Subcontractor complies with all obligations arising under the Agreement.

If you will be using any Hazardous Materials at the Project in completing the Work which is known as of the date of this Agreement, Contractor/Subcontractor shall attach to this Addendum as Schedule "1" the required listing of all such Hazardous Materials, and shall deliver this executed Addendum, including Schedule "1," and all applicable MSDS forms with your executed Agreement. Your signature below constitutes a representation and warranty that only those Hazardous Materials reflected on Schedule "1" for which MSDS forms are provided to Contractor will be used on the Project, and that Subcontractor will comply with all obligations arising under the Agreement to provide additional information with respect to any additional Hazardous Materials which are later required to be utilized in the performance of the Work during the term of the Agreement.

**Compliance with this procedure will be monitored by Owner in the same way as compliance with our insurance requirements is monitored. Failure to comply can delay approval and payment of applications of payment.**

Acknowledgment:

By: \_\_\_\_\_ Applicable \_\_\_\_\_ Not Applicable \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT W

### INSURANCE REQUIREMENTS

#### (a) Workers' Compensation Insurance

(i) **Minimum Scope and Limits.** Workers' Compensation Insurance with employer's liability insurance with limits of the following:

Coverage A.	Statutory Benefits - State of Hire
Coverage B.	Employers' Liability of not less than:
Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

(ii) **Waiver of Subrogation.** Worker's Compensation Insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against Owner (all of its subsidiaries and Affiliates); The Shipyard Communities, LLC; HPSCP Opportunities, L.P.; HPS Development Co., LP; CP Development Co., LP; CP/HPS Development Co. GP, LLC; HW SF LLC; Lennar - BVHP, LLC; Lennar Homes of California, Inc.; UST-Lennar HW Scala SF Joint Venture; LHC HP I, LLC; Lennar HW SF GP, LLC; and Lennar Corporation; including each of their respective subsidiaries, partners, partnerships, affiliated companies, successors and assigns; and Lender (collectively, the "**Owner Parties**"); (2) the Office of Community Investment and Infrastructure, Successor to the Redevelopment Agency for the City and County of San Francisco; the City and County of San Francisco; and each of their respective supervisors, commissioners, officers, agents and employees (collectively, the "**Agency Parties**"); and (3) all others performing Work or services at the Project Site. A waiver of subrogation shall be effective as to any entity or person even if such entity or person (A) would otherwise have a duty of indemnification, contractual or otherwise, and (B) did not pay the Worker's Compensation Insurance premium directly or indirectly.

#### (b) Automobile Liability

Insurance to include coverage equivalent in scope to ISO form CA 00 01 with not less than \$1,000,000 combined single limit, each accident covering all owned, hired and non-owned autos. If Contractor or its Subcontractors do not have any company-owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of Contractor or each of its Subcontractors making such claim will be acceptable. Hired and non-owned auto coverage of Contractor and each Subcontractor must be evidenced through a general liability policy or auto policy. The Owner Parties and the Agency Parties shall be named as additional insureds under the automobile insurance policy.

#### (c) Property Insurance

(i) **Coverages.** Contractor and its Subcontractors are required to maintain Property Insurance coverage for physical damage (including loss of use therefrom) of their property, supplies and equipment (whether or not owned by them). The policy should be maintained for the duration of the Agreement, or in the case of Subcontractors, their subcontracts, and shall continue for so long as such property, supplies or equipment is at the Project site or used in connection with the Project.

(ii) **Required Waivers.** Contractor and its Subcontractors shall have no recourse, and waive all rights of recovery, against the Owner Parties and the Agency Parties (and any Persons claiming through them) for any physical damage to any property, supplies or equipment of Contractor or its Subcontractors. Each policy shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner Parties and the Agency Parties, (and all Persons claiming through them), and against any other contractors or

subcontractors for any monies paid under the said insurance policies. Contractor and its Subcontractors shall cause their insurance carriers to consent to such waiver of subrogation.

(d) **Commercial General Liability (“CGL”) Insurance**

(i) **General.** Owner has arranged with Aon Risk Service West to obtain CGL insurance and excess liability insurance known as the Owner Consolidated Insurance Program (“OCIP”), with response to the Work to be performed pursuant to the Agreement. The terms and conditions of the OCIP are stated in **Exhibit BB** (the “OCIP Addendum - Agreement between Owner and Contractor”); **Exhibit BB-1**, (the “OCIP Addendum - Subcontractor Agreement between Contractor and Subcontractor”); **Exhibit BB-2**, (the “California Civil Code section 2782.95 Wrap Up Disclosure”); and **Exhibit BB-3** (the “Self-Insured Obligation Schedule Subcontractor Risk Level”, each as attached to the Agreement). Contractor agrees to comply with, and shall require all other Subcontractors and their Sub-tier Subcontractors to comply with all of the applicable terms set forth in **Exhibits BB through BB-3**, and the terms of the OCIP.

(ii) **Insurance Definitions for CGL Insurance.**

“**Eligible Parties**” is defined as Owner, Contractor, Subcontractors and Sub-tier Subcontractors, unless an Excluded Party as defined below.

“**Enrolled Parties**” is defined as all Eligible Parties that enroll in the OCIP. The term Enrolled Parties includes Enrolled Subcontractors.

“**Enrolled Subcontractors**” is defined as Subcontractors that are enrolled in the OCIP.

“**Excluded Parties**” is defined as those Persons that are ineligible for the OCIP. They include: (1) certain consultants; architects; surveyors; engineers; soil testing engineers; quality inspectors; Persons performing hazardous materials removal and/or transport companies and their consultants; mold or pollution remediation/treatment providers; suppliers; fabricators; material dealers; and truckers, haulers, drivers and other Persons that merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project; (2) contractors and subcontractors and each of their respective sub-tier contractors and subcontractors that do not perform construction related labor or Work at the Project Site, manufacturers of materials off-site, Persons providing temporary equipment, safety equipment, barricade services, SWPPP related work and alike; and (3) any Persons specifically excluded by Owner in its sole discretion, even if otherwise eligible or apparently eligible.

“**Unenrolled Subcontractors**” are defined as (i) any Subcontractors that are Eligible Parties but have not enrolled under the OCIP and (ii) any Excluded Party.

(iii) **For Unenrolled Subcontractors - Minimum Limits.** CGL insurance equivalent in coverage to ISO form CG 00 01) for bodily injury and property damage, shall not be less than:

Each Occurrence	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000

General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000
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(ii) **Minimum Scope.** The policy must include the following provisions:

1. Standard ISO CG0001 10 01 Contractual Liability coverage, or its equivalent.
2. Separation of Insureds clause.
3. Broad Form Property Damage coverage, including completed operations, or its equivalent.
4. An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85 or ISO form CG 20 10 10 02 (or earlier edition form), plus ISO form CG 2037 10 01) including as additional insured: the Owner Parties and the Agency Parties.
5. A Waiver of Subrogation, to apply in favor of the Owner Parties and the Agency Parties.
6. Coverage must be on an “occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
7. Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under the policy(ies).
8. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
9. Products and Completed Operations coverage shall be maintained coverage shall be maintained for the longer of: (a) ten (10) years following final completion and (b) the applicable statute of limitations and/or repose for the jurisdiction of the Project Site.
10. There shall be no exclusion for subsidence.
11. In the event the policy contains a “Residential Exclusion”, the policy may not exclude the Work covered by the Agreement or Subcontractors’ subcontracts.
12. There shall be no “third-party action over” exclusion.
13. The CGL policy may not be subject to a self-insured retention (“**SIR**”) or deductible that exceeds \$25,000. Owner may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. In the event the amounts owed to Contractor is insufficient to meet the SIR/deductible or the Project is completed, Owner shall be entitled to deduct the remaining balance of the SIR/deductible from amounts owed to Contractor for its Work on other projects. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured. The policy must also state that the Allocated Loss Adjustment Expenses will satisfy the SIR or deductible.

(e) **Contractors Pollution Liability Insurance**

(i) **Coverages.** Contractors pollution liability insurance with limits of not less than \$3,000,000 for each claim or occurrence and in the aggregate per policy period of one year. If such activity involves lead-based paint or asbestos identification / remediation, such insurance shall not contain lead-based paint or asbestos exclusions.

(ii) **Claims Made Forms.** The Contractors Pollution Liability coverages may be written on a claims made form.

(iii) The retroactive date must be shown, and must be before the effective date of the Agreement or the date Work commences, whichever is later.

(iv) Insurance must be maintained and evidence of insurance shall be maintained coverage shall be maintained for the longer of: (a) ten (10) years following final completion and (b) the applicable statute of limitations and/or repose for the jurisdiction of the Project Site.

(v) A copy of the claims reporting requirements must be submitted to Owner for review.

(vi) **Self-Insured Retentions.** Any Contractors Pollution Liability insurance policy containing a SIR or deductible greater than Twenty-Five Thousand Dollars (\$25,000) shall be disclosed to the Owner and shall be subject to the Owner's reasonable approval. If any policy is subject to a SIR/deductible, then such SIR/deductible shall contain or be endorsed to provide that the SIR may be satisfied through payments made by (A) the named insured, or (B) Owner or (C) any additional insureds, co-insurers, and/or insureds other than the First Named Insured. The policy must also state that the Allocated Loss Adjustment Expenses will satisfy the SIR/deductible.

(vii) Such Contractors Pollution liability policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of the Agreement and its Subcontractors' subcontracts. Such policies shall also provide for severability of interests.

(viii) The Owner Parties and the Agency Parties shall be named as additional insureds.

(f) **Professional Liability or Errors and Omissions Insurance**

(i) If any of Contractor's and/or Subcontractor's work include any design, architectural, engineering, or other professional services, Contractor or Subcontractor shall carry Professional Liability or Errors and Omissions coverage, including prior acts coverage sufficient to cover its services, the limits of which shall not be less than \$1,000,000 per claim/\$1,000,000 aggregate, or its standard limit carried, whichever is higher, with a deductible or self-insured retention amount not greater than \$50,000. Such insurance shall include prior acts coverage sufficient to cover the services and Contractual Liability to cover liability assumed under the Agreement, to the extent insurable under such Professional Liability Insurance. The insurance shall be maintained during the term of the Agreement and for a period of ten (10) years after completion of the services with the limits set forth in this paragraph at no additional cost to Owner. In the event the policy contains a "Residential Exclusion", the policy may not exclude the Work covered by the Agreement or Subcontractors' subcontracts.

(ii) Contractor (or Subcontractor) is required to provide evidence to Owner that the policy(ies) has no impairment on the aggregate limits before any services are performed.

(iii) Contractor (or Subcontractor) is required to provide evidence a copy of the claims reporting requirements to Owner for review.

(g) **General Insurance Requirements**

(i) All insurance required under this Exhibit shall be obtained at the sole cost and expense of Contractor and/or its Subcontractors, and shall be maintained with insurance carriers properly licensed to do business in the California having a general rating of not less than an "A(-)" and financial rating of not less than at least an "VII" as rated in the most recent edition of A.M. Best's Insurance Reports. Contractor agrees to provide to Owner a full certified copy of any policy maintained by Contractor at Owner's request, and require the same of its Subcontractors.

(ii) If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so) to secure same in the name and for the account of Contractor in which event Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. Owner shall notify Contractor if Owner exercises its right, whereupon Contractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to Owner. Owner further reserves the right at any time, with thirty (30) days' written notice to Contractor, to require that Contractor resume the procurement and maintenance of any insurance for which Owner has elected to procure pursuant to this subsection; in such event, the sums paid to Contractor by Owner shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Owner's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Contractor's completed Work at the time of such adjustment.

(iii) All insurance policies must provide per the terms and conditions of the insurance policies a thirty (30) days' written notice to Owner of any cancellation, non-renewal or modification of any such policies and a ten (10) days' notice of cancellation for non-payment of premium to Owner. Contractor shall and shall require all of its subcontractors to shall provide Owner with a copy of any notice of reduction or cancellation that they receive within five (5) Business Days of receipt of such notice. Contractor and each subcontractor shall supply Owner with updated replacement certificates of insurance and/or copies of insurance policies that evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as required by this Section.

(iv) No act or omission of any insurance agent, broker or insurance company representative shall relieve Contractor of any of its obligations under the Agreement.

(v) Contractor and its subcontractors shall not take any actions that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

(vi) Each insurance policy shall provide that any failure to comply with reporting provisions of the policies by First Named Insureds shall not affect coverage provided to Owner and all additional insureds.

(vii) **No Limitations on Coverage.** The insurance limits herein are minimum levels of insurance only and nothing herein should be construed to limit the actual limits of insurance obtained by Contractor or its subcontractors. Should Contractor or its subcontractors obtain limits and coverages in excess of the minimum insurance requirements contained herein, then the limits in the policy shall apply to this Project.

(viii) The Certificates of Insurance shall state "All Operations" of Contractor performed on behalf of Owner shall be covered by such insurance.

(ix) Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor and its subcontractors create higher than normal hazards, and, to require additional parties be named as additional insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement, or in the event the Agency so requires. If

Owner exercises the right to require higher limits, Owner and Contractor shall negotiate an equitable adjustment through a Change Order.

(x) Nothing in this Section shall reduce Contractor's obligations under the Agreement. Contractor's (or subcontractors') procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of the Agreement or subcontract.

(xi) **Certificates of Insurance.** Contractor and its subcontractors shall not commence any services or Work on the Project Site including, without limitation, bringing any equipment or personnel onto the Project Site, until such time as Owner has received, reviewed and approved evidence satisfactory to Owner that all mandatory insurance as specified in this Article has been obtained by such parties and that such insurance is in form and substance satisfactory to Owner. Prior to the commencement of the Work, Contractor and each subcontractor are required to provide certificates of insurance to Owner as evidence that policies specified in this Section are in full force and effect. Acceptance and/or approval by Owner of the insurance herein shall not be construed to waiver or relieve Contractor or subcontractors from any obligations, responsibilities or liabilities under the Agreement or subcontract. Certificates of insurance will be labeled and addressed as follows:

Lennar Corporation  
Insurance Compliance  
P.O. Box 12010-LC  
Hemet, CA 92546-8010  
Phone: 951.766.2274

(xii) **Waiver of Right to Recovery.** Contractor and its subcontractors hereby waive all rights of recovery by subrogation, because of deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, and for any other reasons, against each other, the Owner Parties and the Agency Parties, and any other contractor, subcontractor or other Person performing Work or rendering services on behalf of Owner in connection with the Project.

(xiii) **Excess Insurance.** The Excess Liability insurance, if any shall be excess coverage and shall follow form to the Commercial General Liability Insurance, Employers Liability insurance and Automobile Liability insurance referred to in Sections (a), (b) and (c) above.



## EXHIBIT X

### CALIFORNIA FORM OF CONDITIONAL LIEN RELEASE FOR PROGRESS PAYMENTS

#### CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (Pursuant to Civil Code § 8132)

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

#### Identifying Information

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

#### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \$ \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

#### Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

#### Signature

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

## EXHIBIT Y

### **CALIFORNIA FORM OF UNCONDITIONAL LIEN RELEASE UPON PROGRESS PAYMENT**

#### **UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (Pursuant to Civil Code § 8134)**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

#### **Identifying Information**

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Through Date: \_\_\_\_\_

#### **Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$\_\_\_\_\_

#### **Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

#### **Signature**

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## EXHIBIT Z

### **CALIFORNIA FORM OF UNCONDITIONAL LIEN RELEASE UPON FINAL PAYMENT**

#### **CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT (Pursuant to Civil Code § 8136)**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

#### **Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

#### **Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \$ \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

#### **Exceptions**

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

#### **Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

## EXHIBIT AA

### CALIFORNIA FORM OF UNCONDITIONAL LIEN RELEASE UPON FINAL PAYMENT

#### UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT (Pursuant to Civil Code § 8138)

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

#### Identifying Information

Name of Claimant:

\_\_\_\_\_  
Name of Customer:

\_\_\_\_\_  
Job Location:

\_\_\_\_\_  
Owner:

\_\_\_\_\_

#### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

#### Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of:

\$ \_\_\_\_\_

#### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**EXHIBIT BB**  
**OCIP Addendum**  
**Agreement with Contractor**

**PROJECT:** Hunters Point Shipyard Phase 1 – Hillpoint Regional Park/ Coleman Bluff Path

**OWNER:** HPS Development Co., LP **CONTRACT**  
**VALUE:** \$

**\$Amount Insurance Bid Credit to Owner:** \_\_\_\_\_

**% Insurance Bid Credit to Owner:** \_\_\_\_\_

1. General: Owner has arranged with Aon Risk Services West (“**Program Administrator**”) to obtain Commercial General Liability and Excess Liability Insurance, known as an Owner Controlled Insurance Program (the “**OCIP**”), with respect to the Work to be performed pursuant to the Agreement. The terms “**Project**” and “**Project Site**” as used in this Addendum, refer to and include the areas of the real property where the Work is performed or is to be performed, but does not include offsite areas or any adjacent, adjoining, or nearby property.
2. Eligible Parties: The Eligible Parties are Owner, Contractor, Subcontractors, and Sub-tier Subcontractors, and other Persons performing work on the Project Site that are not otherwise categorized as an Excluded Party (each, an “**Eligible Party**”). Owner reserves the right, in its sole and absolute discretion, to include or exclude Contractor, Subcontractors, Sub-tier Subcontractors or other Eligible Parties from the OCIP or to discontinue their eligibility in the OCIP, except as limited by the Permit to Enter. Participation in the OCIP is mandatory for Eligible Parties.
3. Excluded Parties: The following Persons are ineligible for the OCIP, and are collectively referred to as “**Excluded Parties**”: (1) certain consultants; architects; surveyors; engineers; soil testing engineers; quality inspectors; Persons performing hazardous materials removal and/or transport companies and their consultants; mold or pollution remediation/treatment providers; suppliers; fabricators; material dealers; and truckers, haulers, drivers and other Persons that merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project; (2) contractors and subcontractors and each of their sub-contractors and sub-tier subcontractors that (i) do not perform construction related labor or Work at the Project Site; (ii) manufacturers of materials off-site; or (iii) Persons providing temporary equipment, safety equipment, barricade services, SWPPP related work, and alike; and (3) any Persons specifically excluded by Owner in its sole discretion, even if otherwise eligible or apparently eligible.
4. Enrolled Parties and Enrolled Subcontractors: Eligible Parties that enroll in the OCIP are referred to as “**Enrolled Parties**”. The “**Enrolled Subcontractors**” mean Subcontractors that are enrolled in the OCIP. The term Enrolled Parties includes Enrolled Subcontractors.
5. Enrollment: Contractor is enrolled in the OCIP by signing of the Agreement. The effective date of enrollment is the date that the Agreement is signed by Contractor, provided the OCIP has inceptioned at the time. Otherwise, the effective date of enrollment is the date the OCIP has inceptioned, provided that the Agreement has been signed by Contractor. All eligible Subcontractors and Sub-tier Subcontractors are enrolled in the OCIP by signing the subcontract or sub-tier subcontract, respectively. The effective date of enrollment is the date that the subcontract or sub-tier subcontract is signed by the Subcontractor or Sub-tier Subcontractor, respectively, provided the OCIP has inceptioned at the time. Otherwise, the effective date of enrollment is the date the OCIP has inceptioned provided that the subcontract or sub-tier subcontract has been signed by Subcontractor and Sub-tier Subcontractor, respectively.
6. Coverage For Operations At Project Site Only: Coverage under the OCIP applies only to those operations of Enrolled Parties performed for at the Project Site in connection with their Work. The OCIP does not cover Enrolled Party's operations away from the Project Site, including products manufacturing, assembly or otherwise performed at the Enrolled Party's permanent or temporary premises or yard, unless such operations are identified and are dedicated solely to the Project. Enrolled Party may request the Program Administrator to include coverage for its operations away from the Project Site.
7. Coverages Not Provided: The OCIP, as described below, provides Commercial General Liability and Excess Liability insurance coverage. It does not provide Workers' Compensation coverage, Employer's Liability

coverage, Automobile Liability coverage, Builder's Risk coverage, Contractors Equipment coverage, Contractor's Pollution Liability coverage, Professional Liability coverage, any other property insurance of any kind, or Commercial General Liability insurance for Persons not enrolled in the OCIP or offsite Work. Owner assumes no obligation to provide insurance beyond the OCIP described in this Addendum. Owner's furnishing of the OCIP shall in no way relieve or limit, or be construed to relieve or limit, Contractor, Subcontractors or Sub-tier Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents or by law, including without limitation, any indemnification obligations or warranty obligations which Contractor, Subcontractors or its Sub-tier Subcontractors have to Owner thereunder, except to the extent the indemnity obligations are covered by the OCIP.

8. OCIP Coverages: Unless otherwise modified by Owner, the OCIP shall provide the following Commercial General Liability (CGL) and Excess Liability (Excess) insurance. These limits are dedicated to the activities described in **Exhibit "BB-2"**. The limits do not renew annually. The OCIP policy term is **48 Months** and all available limits of liability are unencumbered as of the Effective Date of the Agreement:

	<u>Primary CGL</u>	<u>Excess</u>
Each Occurrence Limit	\$2,000,000	\$15,000,000
General Aggregate	\$2,000,000	\$15,000,000
Personal / Advertising Injury – anyone person or organization	\$2,000,000	\$15,000,000
Products/Completed Operations Aggregate	\$2,000,000	\$15,000,000
Self-Insured Retention (on a per occurrence basis)	\$ 25,000	

The policy form is silent on subsidence. Exclusions include but are not limited to: vertical construction, absolute pollution, asbestos (asbestos, asbestos products, asbestos fibers, and asbestos dust), lead, mold/mildew and fungus, silica, chromium copper arsenate (CCA), employment practices and exterior insulation and finish systems (EIFS). Attorney's fees are included in the limits of the policies. All Enrolled Parties are obligated to review the OCIP policy to determine the extent of exclusions and coverages.

9. Contract Documents; Responsibilities of Enrolled Parties: It is the obligation of Enrolled Parties insured by the OCIP to comply with all of the administrative, insurance and other requirements set forth in this Addendum, in the other Contract Documents and the OCIP insurance policies. Enrolled Parties shall not knowingly take any action, or omit to take any action, that would suspend or invalidate any of the coverages under the OCIP. No payments will be due or paid to such Enrolled Parties until they have complied with all of their obligations thereunder. Enrolled Parties are responsible to ensure that they receive appropriate credit as a result of enrollment in the OCIP from their Commercial General Liability carrier. Contractor is required to complete the applicable Aon Form(s) attached to the OCIP Manual within ten (10) Business Days of contracting with any Subcontractor and to return the completed form to Owner and Program Administrator at Aon Risk Insurance West, Inc., 707 Wilshire Blvd., Suite 2600, Los Angeles, CA 90017, Attn: Tom Harvey.
10. Gross Bid: Contractor and each Eligible Party shall fully and accurately complete Aon Form A that is attached as **Exhibit BB-3**, and submit the same to Owner and the OCIP Administrator with any bid submitted for the Project. Contractor and Eligible Parties shall include the costs of their Commercial General Liability (CGL) coverages in their base bids for the Project, and shall also set forth with their base bids, the deduction for the cost of the CGL coverages for Contractor and each of its Subcontractors, Sub-tier Subcontractors, and any other Eligible Parties performing Work on any of their behalf as determined by Aon Form A. The costs of the CGL coverages shall include insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of a self-funded program, self-insured retention deductible program. The cost of the CGL coverages shall also include expected losses within any retained risk. Owner will then remove the CGL deduction from the bids of the Contractor's and Subcontractors, Sub-tier Subcontractors and other Eligible Parties performing Work on any of their behalf through a reduction in the bid or Contract Price. Requests for changes in the Work and PCOs shall be submitted in the same manner, with the cost of the CGL coverages included in the base change order price, and a separate line item that identifies the CGL deduction.

To the extent Contractor and/or Subcontractors, Sub-tier Subcontractors and other Eligible Parties provide a bid or Contract Price net of CGL insurance costs, Contractor and/or Subcontractors, Sub-tier Subcontractors and other Eligible Parties represent and warrant that the costs for insurance provided by the OCIP are excluded from its costs for the Work at the Project.

11. Required Documentation for Enrollment: Contactor and Eligible Party are required to provide the following documentation related to its Commercial General Liability insurance to the Program Administrator concurrently with the execution of the Agreement or subcontract: (a) the Declaration and Information Sheet; (b) Rate page; (c) deductible or self-insured retention sheet; and (d) its loss runs for the prior five years, provided such information is available.
12. Payment of OCIP Premiums: Owner shall pay the premiums for the OCIP to the General Liability and Excess Liability carriers. Owner will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retrospective adjustments, return premiums, audits or otherwise. Subcontractor shall execute any instruments of assignment as may be necessary to permit Owner to receive such adjustments.
13. Audit: Contractor, Subcontractors, Sub-tier Subcontractors, and any other Eligible Parties performing Work on any of their behalf agree that Owner, OCIP Administrator, and/or any OCIP insurer(s) may audit their records, insurance coverages, insurance cost information, or any other information to confirm the accuracy of, and determination of their insurance costs as required herein. Upon completion of the Work by Contractor, Subcontractors, Sub-tier Subcontractors, and any other Eligible Parties, Owner will adjust the original deducted/credited CGL coverage costs based on the actual payrolls and contract values, and the insurance rates in effect at the time of bid.
14. Self-Insured Obligation - OCIP Coverages: The OCIP includes a per occurrence self-insured retention ("SIR")/deductible in the amount of **\$25,000**. Contractor and Enrolled Subcontractors are obligated to contribute toward the SIR/deductible in the manner set forth herein. In the event of an occurrence that requires Owner to satisfy all or any portion of the SIR/deductible and that arises out of Work by or for Contractor and/or any Subcontractor, Sub-tier Subcontractor, Supplier, or any other Person for whom Contractor is responsible, Owner has the right to allocate to Contractor and any and all Enrolled Subcontractors involved in said occurrence, a portion of the amount of the SIR/Deductible pursuant to paragraphs 13 and 14 herein. This allocation is referred to as the **Self-Insured Obligation ("SIO")**. Owner shall determine whether Contractor and any and all Enrolled Subcontractors are required to pay their SIO, in Owner's sole and absolute discretion. Contractor shall pay to Owner its SIO, or the cost of repair that Owner attributes to Contractor, whichever is less, for each OCIP occurrence, including losses, judgments, court costs, and attorney's fees, pursuant to paragraphs 13 and 14. This allocation of the SIO is not an indemnity claim and shall remain uninsured by the OCIP. The SIO is a contractual allocation of the mutual obligations of Owner, Contractor, and Enrolled Subcontractors under the OCIP. Notwithstanding any other Dispute Resolution Provisions in the Agreement, if Contractor disputes Owner's allocation of the SIO, such dispute will be determined by a binding arbitration by a single neutral arbitrator affiliated with JAMS and will be conducted within ninety (90) days after written demand by any party. Mediation is not a pre-requisite for arbitration.

Payment of Contractor's SIO may be deducted from amounts otherwise due Contractor. In the event the amounts owed to Contractor are insufficient to meet the SIO or the Project is completed, Owner shall be entitled to deduct the remaining balance of the SIO from amounts owed to Contractor for its work on other projects at Hunters Point Shipyard. If requested by Owner, Contractor shall arrange for direct payment of the SIO to the OCIP carrier, Program Administrator, or others. In the event the amounts owed to said Enrolled Subcontractor are insufficient to meet the SIO or the Project is completed, Owner may: (1) direct Contractor to withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects at Hunters Point Shipyard in which Contractor is Owner's or its affiliate's contractor, provided that the subcontract permits such withholding by its terms; or (2) withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects at Hunters Point Shipyard in which said Enrolled Subcontractor is performing work under contract with Owner or Owner's affiliates.

15. Contractor Self-Insured Obligation - OCIP: In the event of an occurrence that requires Owner to satisfy all or any portion of the SIR/deductible and which arises out of Work by or for Contractor and/or Subcontractor, Sub-tier Subcontractors, Suppliers or other Persons for whom Contractor is responsible, Contractor and other Enrolled Subcontractors are required to remit to Owner their SIO, set forth below. If the sum collected from all Enrolled Subcontractors, exclusive of Contractor's remittance of its SIO, meets the SIR/Deductible actually incurred or paid by Owner, Contractor is not required to remit any portion of its SIO to Owner. If the sum of SIO collected from all other Enrolled Subcontractors, exclusive of Contractor's remittance of its SIO exceeds the SIR/deductible actually incurred or paid by Owner, each paying Enrolled Subcontractor will be refunded an equal percentage so that the total amount collected equals the actual SIR/deductible amount incurred or paid.

The SIOs are as follows:

A.	<u>Contractor:</u>	\$25,000
B.	<u>Enrolled Subcontractors:</u>	\$15,000

16. Representations, Warranties, and Disclaimers: Contractor shall: (1) comply, and cause all Subcontractors to comply, with all of the administrative, insurance, and other requirements outlined in this Addendum and **Exhibit BB-1**, the OCIP, and/or in the Contract Documents; (2) incorporate the terms of this Addendum into all subcontracts and assure each Subcontractors' compliance with the requirements of the OCIP, this Addendum and **Exhibit BB-1**, and the Contract Documents for the term of each subcontract; (3) obtain and maintain the required insurance for Work not insured by the OCIP, and all insurance coverages specified in Article 20 of the Agreement; (4) provide, within five (5) Business Days of Owner's or the Program Administrator's written request, all documents or information requested of Contractor; (5) cooperate fully with the Program Administrator in the administration of the OCIP; (6) assign, and it hereby does assign, to Owner the right to receive all adjustments to premiums for OCIP coverages, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise; and (7) not perform or permit any Subcontractors to perform, any Work on the Project, until they have enrolled in the OCIP or provided Commercial General Liability as required by the insurance requirements of Article 20 of the Agreement and have met all of the other requirements of Article 20 of the Agreement. Contractor understands, and will ensure that its Subcontractors understand, that the failure to enroll in the OCIP before any the Work commences may result in no coverage under the OCIP for Work performed before enrollment.

Eligible and Enrolled Parties are urged to read and review the OCIP insurance policies that are available, upon written request, from the Owner or Program Administrator prior to submitting the bid. Eligible and Enrolled Parties are solely responsible for determining whether or not, and the extent to which, the OCIP policies, limits and coverages meet their needs. Any reference in this Addendum or elsewhere in any other Contract Documents as to amount, nature, type or extent of coverage or limits of liability provided under the OCIP policies and/or their potential applicability to any potential claim or loss is for reference only. Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that Contractor may desire or that may be required by applicable laws or regulations shall be the sole responsibility and expense of Contractor.

17. Owner's Election to Discontinue OCIP: If Owner, for any reason, is unable to obtain or elects to discontinue the OCIP, or requests that Contractor or Enrolled Subcontractors withdraw from the OCIP, then, within thirty (30) days from written notice of such discontinuation or withdrawal, Contractor and/or Subcontractors shall obtain at their sole cost and thereafter maintain all (or a portion thereof as specified by Owner) insurance as required under Article 20 of the Agreement, and Owner shall thereafter no longer be obligated to make any insurance available to affected Contractor or Subcontractors through the OCIP or otherwise. In such event, Owner shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation through a Change Order.
18. Additional Insurance Required From Enrolled Parties: Contractor shall obtain and maintain, and shall require each of the Enrolled Subcontractors to obtain and maintain all of the insurance coverages required in Article 20 of the Agreement.
19. Insurance Requirements For Excluded Parties: Contractor shall require all of Excluded Parties with which it contracts with to obtain and maintain the insurance coverages required in the Article 20 of the Agreement.
20. Defense of Claims: Each Enrolled Party shall not voluntarily admit liability. Furthermore, as a condition to coverage under the OCIP, the Enrolled Party shall cooperate with the OCIP insurers in connection with the investigation, defense and/or resolution of any "occurrence", offense, claim or "suit" under the OCIP and shall cooperate and otherwise comply with the joint defense provisions of the OCIP policy(ies).
21. Defense of Suit Against More Than One Insured: In the event a claim, suit or other proceeding (collectively, "**Claim**") is brought against more than one insured under the OCIP, Enrolled Parties agree that the Claim, will be addressed, investigated, managed, defended, settled or otherwise resolved in accordance with a joint defense approach. Owner may, at its sole discretion, select the same defense counsel and experts to defend



all such insureds. To the fullest extent permitted by law, Enrolled Parties waive any right they may have to select counsel to defend them from such Claim. Enrolled Parties further waive and agree to waive any potential or actual conflict of interest that might otherwise exist for counsel selected by Owner to defend the Claim presented under the OCIP, and to execute any further documents necessary to effectuate the purpose of this paragraph. These waivers are deemed to be continuing. Nothing in this paragraph will preclude any Enrolled Party from hiring its own defense counsel, at its own expense, but each of the Enrolled Parties acknowledge and agree that if it chooses to do so, or if it alleges a conflict of interest requiring separate counsel, it shall have no right of reimbursement from Owner or under the OCIP.

22. Subcontracts: All requirements, obligations, acknowledgments, and agreements of Contractor in this Addendum shall apply with equal force to any Subcontractors. Contractor shall require each of its Subcontractors and Sub-tier Subcontractors to (1) sign **Exhibit BB-1**, (2) incorporate by reference this Addendum into the Subcontract or sub-tier subcontract; or (3) sign a written acknowledgment that it agrees to be bound by the terms of this Addendum.
23. Notice of Claim: Contractor agrees to notify Owner and OCIP Administrator of any claim, cause of action, lawsuit, arbitration request, demand or any potential claim which may be covered under the OCIP policy within five (5) Business Days of the claim. Contractor will require all Enrolled Subcontractors to provide the same notice. To the extent that the OCIP policy requires an earlier notification period, the OCIP policy's terms and condition take precedence.
24. Conflicts: In the event of a conflict, the OCIP policy shall govern, then the provisions of the Permit to Enter, to the extent it is applicable, shall govern, then this Addendum shall govern, then the Agreement shall govern.
25. Definitions: The capitalized terms that are not the beginning of a sentence or a paragraph heading have the meaning ascribed to them herein. If such terms are not defined in this Addendum, the terms have the definitions ascribed to them in the Agreement.

**OWNER**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

# EXHIBIT BB-1

## OCIP Addendum

### Agreement between Contractor and Subcontractor

**PROJECT:** Hunters Point Shipyard Phase 1 – Hillpoint Regional Park/ Coleman Bluff Path

**SUBCONTRACTOR:** \_\_\_\_\_ **CONTRACT VALUE:** \$ \_\_\_\_\_

**\$Amount Insurance Bid Credit to Owner:** \_\_\_\_\_

**% Insurance Bid Credit to Owner:** \_\_\_\_\_

1. General: Owner has arranged with Aon Risk Services West (“**Program Administrator**”) to obtain Commercial General Liability and Excess Liability Insurance, known as an Owner Controlled Insurance Program (the “**OCIP**”), with respect to the Work to be performed pursuant to the Contractor’s Contract with Owner. The terms “**Project**” and “**Project Site**” as used in this Addendum, refer to and include the areas of the real property where the Work is performed or is to be performed, but does not include offsite areas or any adjacent, adjoining, or nearby property.
2. Eligible Parties: The Eligible Parties are Owner, Contractor, Subcontractors, and Sub-tier subcontractors, and other Persons performing work on the Project Site that are not otherwise categorized as an Excluded Party (each, an “**Eligible Party**”). Owner reserves the right, in its sole and absolute discretion, to include or exclude Contractor, Subcontractors, Sub-tier Subcontractor or other Eligible Parties from the OCIP or to discontinue their eligibility in the OCIP, except as limited by the Permit to Enter. Participation in the OCIP is mandatory for Eligible Parties.
3. Excluded Parties: The following Persons are ineligible for the OCIP and are collectively referred to as “**Excluded Parties**”: (1) certain consultants; architects; surveyors; engineers; soil testing engineers; quality inspectors; Persons performing hazardous materials removal and/or transport companies and their consultants; mold or pollution remediation/treatment providers; suppliers; fabricators; material dealers; and truckers, haulers, drivers and other Persons that merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project; (2) contractors and subcontractors and each of their sub-contractors and sub-tier subcontractors that (i) do not perform construction related labor or Work at the Project Site; (ii) manufacturers of materials off-site; or (iii) Persons providing temporary equipment, safety equipment, barricade services, SWPPP related work, and alike; and (3) any Persons specifically excluded by Owner in its sole discretion, even if otherwise eligible or apparently eligible.
4. Enrolled Parties and Enrolled Subcontractors: Eligible Parties that enroll in the OCIP are referred to as “**Enrolled Parties**.” “**Enrolled Subcontractors**” mean Subcontractors that are enrolled in the OCIP. The term Enrolled Parties includes Enrolled Subcontractors.
5. Enrollment: All eligible Subcontractors and Sub-tier Subcontractors are enrolled in the OCIP by signing the subcontract or sub-tier subcontract, respectively. The effective date of enrollment is the date that the subcontract or sub-tier subcontract is signed by the Subcontractor or Sub-tier Subcontractor, respectively, provided the OCIP has incepted at the time. Otherwise, the effective date of enrollment is the date the OCIP has incepted provided that the subcontract or sub-tier subcontract has been signed by Subcontractor and Sub-tier Subcontractor, respectively.
6. Coverage For Operations At Project Site Only: Coverage under the OCIP applies only to those operations of Enrolled Parties performed for at the Project Site in connection with their Work. The OCIP does not cover Enrolled Party’s operations away from the Project Site, including products manufacturing, assembly or otherwise performed at the Enrolled Party’s permanent or temporary premises or yard, unless such operations are

identified and are dedicated solely to the Project. Enrolled Party may request the Program Administrator to include coverage for its operations away from the Project Site.

7. Coverages Not Provided: The OCIP, as described below, provides Commercial General Liability and Excess Liability insurance coverage. It does not provide Workers' Compensation coverage, Employer's Liability coverage, Automobile Liability coverage, Builder's Risk coverage, Contractors Equipment coverage, Contractor's Pollution Liability coverage, Professional Liability coverage, any other property insurance of any kind or Commercial General Liability insurance for Persons not enrolled in the OCIP or offsite Work. Owner assumes no obligation to provide insurance beyond the OCIP described in this Addendum. Owner's furnishing of the OCIP shall in no way relieve or limit, or be construed to relieve or limit Subcontractors of any responsibility, liability, or obligation imposed by the Contract Documents or by law, including without limitation, any indemnification obligations or warranty obligations that Subcontractor has to Owner and/or Contractor thereunder, except to the extent the indemnity obligations are covered by the OCIP.
8. OCIP Coverages: Unless otherwise modified by Owner, the OCIP shall provide the following Commercial General Liability (CGL) and Excess Liability (Excess) insurance. These limits are dedicated to the activities described in **Exhibit "BB-2"** of the Hunters Point Shipyard. The limits do not renew annually. The OCIP policy term is **48 Months** and all available limits of liability are unencumbered as of the Effective Date of the Agreement between Owner and Contractor:

	<u>Primary CGL</u>	<u>Excess</u>
Each Occurrence Limit	\$2,000,000	\$15,000,000
General Aggregate	\$2,000,000	\$15,000,000
Personal / Advertising Injury – anyone person or organization	\$2,000,000	\$15,000,000
Products/Completed Operations Aggregate	\$2,000,000	\$15,000,000
Self-Insured Retention (on a per occurrence basis)	\$ 25,000	

The policy form is silent on subsidence. Exclusions include but are not limited to: vertical construction, absolute pollution, asbestos (asbestos, asbestos products, asbestos fibers, and asbestos dust), lead, mold/mildew and fungus, silica, chromium copper arsenate (CCA), employment practices and exterior insulation and finish systems (EIFS). Attorney's fees are included in the limits of the policies. All Enrolled Parties are obligated to review the OCIP policy to determine the extent of exclusions and coverages.

9. Contract Documents; Responsibilities of Enrolled Parties: It is the obligation of Enrolled Parties insured by the OCIP to comply with all of the administrative, insurance and other requirements set forth in this Addendum, the other Contract Documents and the OCIP insurance policies. Enrolled Parties shall not knowingly take any action, or omit to take any action, that would suspend or invalidate any of the coverages under the OCIP. No payments will be due or paid to such Enrolled Parties until they have complied with all of their obligations thereunder. Enrolled Parties are responsible to ensure that they receive appropriate credit as a result of enrollment in the OCIP from their Commercial General Liability carrier. Each Enrolled Subcontractor is required to complete the applicable Aon Form(s) attached to the OCIP Manual within ten (10) Business Days of contracting for work and return the completed form to Owner at Hunters Point Project, One Sansome Street, Suite 3200, San Francisco, CA 94104 and Aon Risk Insurance West, Inc., 707 Wilshire Blvd, Suite 2600, Los Angeles, CA 90017, Attn. Tom Harvey.
10. Gross Bid: Contractor and each Eligible Party shall fully and accurately complete Aon Form A that is attached as **Exhibit BB-3**, and submit the same to Owner and the OCIP Administrator with any bid submitted for the Project. Contractor and Eligible Parties shall include the costs of their Commercial General Liability (CGL) coverages in their base bids for the Project, and shall also set forth with their base bids, the deduction for the cost of the CGL coverages for Contractor and each of its Subcontractors, Sub-tier Subcontractors, and any other Eligible Parties performing Work on any of their behalf as determined by Aon Form A. The costs of the CGL coverages shall include insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of a self-funded program, self-insured retention deductible program. The cost of the CGL coverages shall also include expected losses within any retained risk. Owner will then remove the CGL deduction from the bids of the Contractors and Subcontractors, Sub-tier Subcontractors and other Eligible Parties performing Work on any of their behalf through a reduction in the bid or Contract Price. Requests for changes in the Work and PCOs shall be submitted in the same manner, with the cost of the CGL coverages included in the base change order price, and a separate line item that identifies the CGL deduction.

To the extent Contractor and/or Subcontractors, Sub-tier Subcontractors and other Eligible Parties provide a bid or Contract Price net of CGL insurance costs, Contractor and/or Subcontractors, Sub-tier Subcontractors and other Eligible Parties represent and warrant that the costs for insurance provided by the OCIP are excluded from its costs for the Work at the Project.

11. Required Documentation for Enrollment: Contactor and Eligible Party are required to provide the following documentation related to its CGL insurance to the Program Administrator concurrently with the execution of the Agreement or subcontract: (a) the Declaration and Information Sheet; (b) Rate page; (c) deductible or self-insured retention sheet; and (d) its loss runs for the prior five years, provided such information is available.
12. Payment of OCIP Premiums: Owner shall pay the premiums for the OCIP to the General Liability and Excess Liability carriers. Owner will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retrospective adjustments, return premiums, audits or otherwise. Subcontractors and Sub-tier Subcontractors shall execute any instruments of assignment as may be necessary to permit Owner to receive such adjustments.
13. Audit: Subcontractors, Sub-tier Subcontractors, and any other Eligible Parties performing Work on any of their behalf agree that Owner, OCIP Administrator, and/or any OCIP insurer(s) may audit their records, insurance coverages, insurance cost information, or any other information to confirm the accuracy of, and determination of their insurance costs as required herein. Upon completion of the Work by Contractor, Subcontractors, Sub-tier Subcontractors, and any other Eligible Parties, Owner will adjust the original deducted/credited CGL coverage costs based on the actual payrolls and contract values, and the insurance rates in effect at the time of bid.
14. Enrolled Party's Self-Insured Obligation- OCIP Coverages: The OCIP includes a per occurrence self-insured retention ("**SIR**")/deductible in the amount of **\$25,000**. Each Enrolled Subcontractor is obligated to contribute toward the SIR/deductible in the manner set forth herein. In the event of an occurrence that requires Owner to satisfy all or any portion of the SIR/deductible and that arises out of Work by or for any Contractor, Subcontractor, Sub-tier Subcontractors, Supplier, or any other Person for whom Contractor is responsible, Owner has the right to allocate to Contractor and any and all Enrolled Subcontractors involved in said occurrence, a portion of the amount of the SIR/Deductible pursuant to paragraphs 13 and 14 herein. This allocation is referred to as the **Self-Insured Obligation ("SIO")**. Owner shall determine whether Contractor and any and all Enrolled Subcontractors are required to pay its SIO in Owner's sole and absolute discretion. Enrolled Subcontractor shall pay to Owner its SIO, or the cost of repair that Owner attributes to Enrolled Subcontractor, whichever is less, for each OCIP occurrence, including losses, judgments, court costs, and attorney's fees, pursuant to paragraphs 13 and 14. This allocation of the SIO is not an indemnity claim and shall remain uninsured by the OCIP. The SIO is a contractual allocation of the mutual obligations of Owner, Contractor, Subcontractors and Enrolled Subcontractors under the OCIP. Notwithstanding any other Dispute Resolution Provisions in the Agreement, subcontract or Contract Documents, if Contractor or Enrolled Party disputes Owner's allocation of the SIO, such dispute will be determined by a binding arbitration by a single neutral arbitrator affiliated with JAMS and will be conducted within ninety (90) days after written demand by any party. Mediation is not a pre-requisite for arbitration.

In the event that an Enrolled Subcontractor does not pay its required SIO as determined by Owner, Owner may direct Contractor to withhold an amount equal to said Enrolled Subcontractor's SIO from amounts otherwise due. Owner will then withhold the amount of said Enrolled Subcontractor's SIO from Contractor's next pay application. In the event the amount owed to said Enrolled Subcontractor is insufficient to meet the SIO or the Project is completed, Owner may: (1) direct Contractor to withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects at Hunters Point Shipyard in which Contractor is Owner's or Owner's affiliate's contractor, provided that the subcontract permits such withholding by its terms; or (2) withhold an amount equal to said Enrolled Subcontractor's SIO for its work on other projects at Hunters Point Shipyard in which said Enrolled Subcontractor is performing work under contract with Owner or Owner's affiliates.

15. Enrolled Subcontractor's Self-Insured Obligation - OCIP: In the event of an occurrence which requires Owner to satisfy all or any portion of the SIR/deductible and which arises out of Work by or for Contractor, Subcontractor, Sub-tier Subcontractors, Suppliers or other Persons for whom the Contractor is responsible, Contractor and Enrolled Subcontractor are required to remit to Owner their SIO, as set forth below. If the sum collected from all Enrolled Subcontractors, exclusive of Contractor's remittance of its SIO, meets the SIR/Deductible actually incurred or paid by Owner, Contractor is not required to remit any portion of its SIO to Owner. If the sum of SIO collected from all Enrolled Subcontractors, exclusive of Contractor's remittance of its SIO exceeds the

SIR/deductible actually incurred or paid by Owner, each paying Enrolled Subcontractor will be refunded an equal percentage so that the total amount collected equals the actual SIR/deductible amount incurred or paid.

The SIOs are as follows:

- |    |                                 |          |
|----|---------------------------------|----------|
| A. | <u>Contractor:</u>              | \$25,000 |
| B. | <u>Enrolled Subcontractors:</u> | \$15,000 |

16. Representations, Warranties, and Disclaimers: Subcontractors shall: (1) comply with all of the administrative, insurance, and other requirements outlined in this Addendum, the OCIP, and/or in the Contract Documents; (2) incorporate the terms of this Addendum into all subcontracts; (3) obtain and maintain the required insurance for Work not insured by the OCIP, and all insurance coverages specified in Article 20 of the Agreement; (4) provide, within five (5) Business Days of Owner's, Contractor's or the Program Administrator's written request, all documents or information requested of lower tier subcontractor; (5) cooperate fully with the Program Administrator in the administration of the OCIP; (6) assign, and it hereby does assign, to Owner the right to receive all adjustments to premiums for OCIP coverages, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise; and (7) not perform any Work on the Project, until they have enrolled in the OCIP or provided Commercial General Liability as required by the insurance requirements of Article 20 of the Agreement, and have met all of the other requirements of Article 20 of the Agreement. Subcontractors and Sub-tier Subcontractors understand that the failure to enroll in the OCIP before any Work by the Subcontractors or Sub-tier Subcontractor commences may result in no coverage under the OCIP for Work performed before enrollment.

Eligible and Enrolled Parties are urged to read and review the OCIP insurance policies, that are available, upon written request, from Owner or Program Administrator prior to submitting the bid. Eligible and Enrolled Parties are solely responsible for determining whether or not, and the extent to which, the OCIP policies, limits and coverages meet their needs. Any reference in this Addendum or elsewhere in any other Contract Documents as to amount, nature, type or extent of coverage or limits of liability provided under the OCIP policies and/or their potential applicability to any potential claim or loss is for reference only. Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that any Subcontractor or Sub-tier Subcontractor may desire or that may be required by applicable laws or regulations shall be the sole responsibility and expense of Subcontractor or Sub-tier Subcontractors.

17. Owner's Election to Discontinue OCIP: If Owner, for any reason, is unable to obtain or elects to discontinue the OCIP, or requests that Enrolled Parties withdraw from the OCIP, then, within thirty (30) days from written notice of such discontinuation or withdrawal, Contractor and/or Subcontractors shall obtain at their sole cost and thereafter maintain all (or a portion thereof as specified by Owner) insurance as required in and Owner shall thereafter no longer be obligated to make any insurance available to affected Contractors, Subcontractors or Sub-tier Subcontractors through the OCIP or otherwise. In such event, Owner and Contractor shall negotiate an equitable adjustment for the reasonable cost arising out of the discontinuation through a Change Order.
18. Additional Insurance Required From Enrolled Parties: Enrolled Subcontractors shall obtain and maintain the insurance coverages required in Article 20 of the Agreement
19. Insurance Requirements For Excluded Parties: Subcontractors that are not Enrolled or are Excluded Parties shall obtain and maintain the insurance coverages required in Article 20 of the Agreement.
20. Defense of Claims: Each Enrolled Party shall not voluntarily admit liability. Furthermore, as a condition to coverage under the OCIP, the Enrolled Party shall cooperate with the OCIP insurers in connection with the investigation, defense and/or resolution of any "occurrence", offense, claim or "suit" under the OCIP and shall cooperate and otherwise comply with the joint defense provisions of the OCIP policy(ies).
21. Defense of Suit Against More Than One Insured: In the event a claim, suit or other proceeding (collectively, "**Claim**") is brought against more than one insured under the OCIP, Enrolled Parties agree, that the Claim will be addressed, addressed, investigated, managed, defended, settled or otherwise resolved in accordance with a joint defense approach. Owner may, at its sole discretion, select the same defense counsel and experts to defend all such insureds. To the fullest extent permitted by law, Enrolled Parties waive any right they may have to select counsel to defend them from such Claim. Enrolled Parties further waive and agree to waive any

potential or actual conflict of interest that might otherwise exist for counsel selected by Owner to defend the Claim presented under the OCIP, and to execute any further documents necessary to effectuate the purpose of this paragraph. These waivers are deemed to be continuing. Nothing in this paragraph will preclude any Enrolled Party from hiring its own defense counsel, at its own expense, but each of the Enrolled Parties acknowledge and agree that if it chooses to do so, or if it alleges a conflict of interest requiring separate counsel, it shall have no right of reimbursement from Owner or under the OCIP.

- 22. Duty of Care: Nothing contained in this Addendum or in the OCIP insurance policies shall relieve Contractor, Subcontractors or Sub-tier Subcontractors of the obligation to perform and complete the Work in strict compliance with the Contract Documents.
- 23. Notice of Claim: Enrolled Subcontractors agree to notify Owner and OCIP Administrator of any claim, cause of action, lawsuit, arbitration request, demand or any potential claim which may be covered under the OCIP policy within five (5) Business Days of the claim. To the extent that the OCIP policy requires an earlier notification period, the OCIP policy's terms and condition take precedence.
- 24. Conflicts: In the event of a conflict, the OCIP policy shall govern, then the provisions of the Permit to Enter, to the extent it is applicable, shall govern, then this Addendum shall govern, then the provisions of Article 20 of the Agreement, then the subcontract agreement shall govern.
- 25. Definitions: The capitalized terms that are not the beginning of a sentence or a paragraph heading have the meaning ascribed to them herein. If such terms are not defined in this Addendum, the terms have the definitions ascribed to them in the Agreement between the Owner and Contractor.

**CONTRACTOR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SUBCONTRACTOR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

## EXHIBIT BB-2

### CALIFORNIA CIVIL CODE 2782.95 OCIP (WRAP-UP) DISCLOSURES:

HPS Development Co., LP, at its expense, will provide and maintain in force the type of insurance listed below as a part of the OCIP for all Enrolled Parties for Hunter Point Shipyard infrastructure work and regional and pocket parks (collectively, the “**Covered Project Sites**”), respectively:

(1) The Policy Limits for Bodily Injury and Property Damage are:

a. General and Excess Liability Combined

\$17,000,000	Per Occurrence
\$17,000,000	General Aggregate
\$17,000,000	Products and Completed Operations Aggregate

(2) The scope of the policy is Commercial General Liability coverage for operations at the Covered Project Site only for Enrolled Parties.

(3) The policy term is 48 Months as of approximately April 10, 2014.

(4) The OCIP contains a Self-Insured Retention of \$25,000 per Occurrence.

(5) The OCIP covers the Project that includes (i) hilltop infrastructure work; (ii) two Regional Parks and 16 pocket parks; (iii) hilltop streetscape paving; (iv) paving, streetlights, trees and sidewalks of Hilltop; (v) streetscape completion; and (vi) related work to complete the infrastructure for Phase 1 of Hunters Point Shipyard in the City and County of San Francisco.

(6) The amount available on the OCIP policy is \$17,000,000 as of the Effective Date of the Agreement.

(7) Upon request, a copy of the OCIP policy, if available, will be provided to all Enrolled Parties. If the policy is not available at the time of the request, a copy of the insurance binder or declaration of coverage may be provided in lieu of the policy. Neither any Enrolled Party or its insurance broker or attorneys receiving a copy of the OCIP policy, binder or declaration of coverage may not disclose those documents to third parties unless required by law to do so.

(8) All bids for Work submitted by Eligible Parties shall show the bid credits to HPS Development Co., LP for general liability and excess liability insurance for the coverage provided under the OCIP.

**EXHIBIT BB-3**  
**Hunters Point Shipyard**  
**PHASE 1 - HORIZONTAL OCIP**

Contractor/Subcontractor Bid Credit Enrollment Form (Aon-A)

**INSTRUCTIONS:** Please complete this form in order for us to determine your applicable insurance rate as a percentage of your contract amount. If necessary, please contact your current General Liability Insurance Agent for assistance in completing this form.

**1. CONTRACTOR?SUBCONTRACTOR:**

(name of company) \_\_\_\_\_

Company You are a Sub to: \_\_\_\_\_

**2. TYPE OF TRADE:** (type of work on project) \_\_\_\_\_

**3. CONTRACT VALUE** (or estimate):

\$

\_\_\_\_\_

**4. YOUR GENERAL LIABILITY EXPIRATION DATE:** (date your G/L policy expires) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**5. YOUR GENERAL LIABILITY DEDUCTIBLE:** ☐ Per Occurrence ☐ Per Claim

\$

\_\_\_\_\_

**6. GENERAL LIABILITY RATE:** (Attach a copy of Declarations, Rate, and Deductible Page from your GL Policy with this form.)

☐ **Gross Receipts**

Rate \$ \_\_\_\_\_

☐ per \$100

☐ per \$1,000

☐ **Payroll**

Rate \$ \_\_\_\_\_

☐ per \$100

☐ per \$1,000

**IMPORTANT**

What is your estimated payroll, on average, as a percentage of your contract amount?

\_\_\_\_\_ %

☐ **Other Basis**

Rate \$ \_\_\_\_\_ Type \_\_\_\_\_

☐ **Excess Liability**

Rate \$ \_\_\_\_\_

☐ Gross Receipts

☐ Payroll

☐ per \$100

☐ per \$1,000

**7. DO YOU SUBCONTRACT WORK ON PROJECT(s)?** ☐ NO ☐ YES \_\_\_\_\_ % of work # \_\_\_\_\_ of Subs

**IMPORTANT:** If YES, each Lower-Tier Subcontractor MUST complete a separate Aon-A form and submit to Aon.

The undersigned verify the foregoing information is true, accurate and complete.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Title: \_\_\_\_\_

Fax: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Location: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Email: \_\_\_\_\_

@ \_\_\_\_\_



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SECTION 00100  
NOTICE TO BIDDERS**

**Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project  
Hunters Point Shipyard Parcel A'  
San Francisco, California**

**Project Scope of Work**

The Project is construction of the Hillpoint Regional Park and Coleman Bluff Path within Parcel A' of the former Hunters Point Naval Shipyard in San Francisco, California.

The Project consists of the construction of various parks and open space including but not limited to, mobilization/demobilization, temporary site fencing, temporary tree protection, surveying, dust control, erosion control, earthwork, storm drainage, sanitary sewer (minor), low pressure water (minor), park lighting/electrical, various hardscaping, irrigation, landscaping, various concrete structures, and site furnishings.

Pre-Bid Coordination Meeting and Job Walk:

**Friday, December 19th at 10:00 AM**

Building 101  
101 Horne Avenue  
Hunters Point Shipyard  
San Francisco, CA 94124

Proposals Due No Later Than 2:00 pm

**Wednesday, January 7<sup>th</sup>, 2015 ("The Proposal Due Date")**

Mail or Hand Deliver Bid to:

HPS Development Co., LP  
c/o Lennar Urban  
1 Sansome Street, Suite 3200  
San Francisco, CA 94104  
Attn: Karen Bey

Project Contact

Karen Bey  
HPS Development Co., LP  
karen.bey@lennar.com

Technical assistance for SBE participation is available between 8:00 am and 12:00 pm M-F at:

Hunters Point Shipyard Project Trailers  
Intersection of Galvez and Donahue Streets  
San Francisco, CA 94124  
Contact: Derf Butler, Butler Enterprise Group, LLC  
(415) 977-0632  
(415) 977-0401 Fax

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Copies of the Project Manual and Construction Documents are available at cost at:

ARC/BPS  
945 Bryant Street  
San Francisco, CA 94103  
(415) 495-8700 Phone  
(415) 495-2773 Fax  
<http://www.e-arc.com/ca/sanfrancisco/bryant>

**I. CERTAIN DEFINED TERMS**

These following terms, as used herein, have the following meanings:

A “Request for Proposal” or “RFP” or “Proposal”, is a written proposal to complete the Work, prepared and fully complete in accordance with the requirements of this Project Manual and the Contract Documents including submittal of all documents, forms, and information required herein.

A “Bid” is the pricing offered to perform the Work in accordance with the requirements of this Project Manual and the Contract Documents, prepared in accordance with Section 00410 – Bid Form.

A “Bidder” is a licensed Contractor who is preparing a Proposal for the Work.

The “Contract” means a properly executed contract for the Project, substantially in the form to be provided by Owner to the Bidders.

The “Contractor” means the Bidder selected by Owner to perform the Work in accordance with the Contract and as a party thereto.

“Contract Documents” means: (i) the Contract; (ii) Change Orders (as defined below); (iii) Project Drawings; (v) Contract Specifications; and (vi) other documents identified as Contract Documents in the Contract.

- a. “Project Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- b. “Contract Specifications” means the portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

“Project Site” means the area in which the Project is to be constructed, as more particularly described in the Project Drawings.

**II. PROPOSAL TIMELINE AND SUBMISSION PROCEDURES**

Notice is hereby given that Owner will receive sealed proposals for the Project, as defined in Section 00100(III) and Section 0200.

1. Owner will make copies available of the (Project Manual) at cost to the Bidder. Bidders are encouraged to utilize subcontractors and suppliers from the 94124, 94134 and 94107 zip codes, the Bayview Hunters Point Redevelopment Area (BVHP).
2. Project Manuals will be available on **December 5, 2014**. Bidders can obtain an electronic copy of the Project Manual from the City’s website.

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

3. All Bidders and all proposed subcontractors are required to visit, inspect and evaluate the Project Site prior to the Proposal Due Date to establish the conditions thereof. Failure to visit, inspect and evaluate the Project Site prior to the Proposal Due Date as evidenced by a Site-Visit Certification may result in rejecting the Proposal as non-responsive.
4. The Office of Community Investment & Infrastructure (OCII or Agency), the Successor to the San Francisco Redevelopment Agency (SFRA), has a Small Business Enterprise (SBE) Program which is applicable to this project and has established the 50% SBE participation goal for Construction Subcontracting. First consideration will be given in the following order:
  - 1) SBEs in the zip code areas 94124, 94107 and 94134;
  - 2) San Francisco-based SBEs;
  - 3) Non-San Francisco-based SBEs which should be used to satisfy participation goals only if San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs.

As of March 2012, SFRA no longer directly certifies SBEs, however firms previously certified as MBE, WBE and SBEs with SFRA now referred to as the Office of Community Investment and Infrastructure (OCII) will continue to be valid through the expiration date on the certificate (3 years from the date of certification). OCII will honor firms certified with the City and County of San Francisco as a Local Disadvantaged Business Enterprises (LBEs) that are consistent with the SBE certification standards. In order to be recognized as an economically disadvantaged SBE, the business must have an average gross receipt income based on the three most recent tax returns that does not exceed \$14 Million Dollars for construction.

OCII will accept the information on documented small economically disadvantaged businesses (SBE, MBE and WBE) certifications from the following jurisdictions: State of California--Small Business Enterprises (SBE), Federal and any other local jurisdiction. Staff will make the final determination on the consistency of the certification standards and acceptance or denial of certifications listed above.

To search for OCII SBEs, visit the following site: <http://www.iucp.com/Default.aspx?agency=SFRA>

To search LBEs, visit the following site: [http://mission.sfgov.org/hrc\\_certification/SEARCH.aspx](http://mission.sfgov.org/hrc_certification/SEARCH.aspx)

For more information on the LBE certification process with the City and County of San Francisco, visit the following site: <http://sfgsa.org/index.aspx?page=5364>

In addition, OCII has established a 50% local construction workforce requirement for each construction trade, with First Consideration and preference given to workers residing in the Bayview Hunters Point Redevelopment Area (i.e., ZIP codes 94124, 94107, and 94134). This goal is expressed as a percentage of each contractor's total hours of employment and training by trade on the project. This requirement also applies to each subcontractor under the employ of the contractor. Bidder's attention is directed to the Bayview Hunters Point Employment and Contracting Policy for additional specific requirements. Please contact Raymond Lee, Contract Compliance Supervisor, for additional information at [raymond.c.lee@sfgov.org](mailto:raymond.c.lee@sfgov.org).

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

5. Bidder shall submit one (1) signed original and three (3) copies of the Proposal by 2:00 pm on **Wednesday January 7<sup>th</sup>, 2015** to:

HPS Development Co., LP  
c/o Lennar Urban  
1 Sansome Street, Suite 3200  
San Francisco, CA 94104  
Attn: Karen Bey

**The Proposal is due, no later than 2:00 pm on the Proposal Due Date. The Proposal may be mailed or hand delivered.**

**III. SELECTION AND AWARD OF CONTRACT**

1. Owner will award the Contract, if it awards it at all, based on the following criteria: lump sum price; schedule of values; proposed subcontracting SBE percentages; Bidder's qualifications', maximization of use of local firms and community based organizations (CBOs) and hiring of residents with a verifiable address in the BVHP Area - Postal zip codes 94124, 94134, and 94107; acceptance of the Contract with minimal proposed revisions; and the overall perceived value at the discretion of Owner. This listing of evaluation factors shall not be the hierarchy of evaluation criteria.
2. The Contractor will be required to comply with the Employment and Contracting Policies as set forth in Section 00210.
3. Owner reserves the right to reject a Proposal for any reason, including, without limitation:
  - The Contractor fails to satisfy Owner that the Contractor's team and organization proposed for the Work is sufficiently experienced, competent and adequate in number to efficiently control the execution of the Work;
  - Owner deems the Contractor's Proposal incomplete or non-responsive to this Request for Proposal;
  - The Contractor's comments and revisions to the proposed Contract are too extensive or unacceptable to Owner.
4. Owner also reserves the right to reject any irregularity in any Proposal.
5. A team comprised of the following will review the Proposal:
  - 3-4 Owner's Representatives
  - Representative(s) from the Agency
  - Department of Public Works representative(s)

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**Important Dates**

Project Manual Available (Bid Period Opens)	<b>December 5<sup>th</sup>, 2014</b>
Pre-bid and Information Meeting (Site Visit/Job Walk) at 101 Horne Avenue in the Hunters Point Shipyard	<b>December 19<sup>th</sup>, 2014 @ 10:00AM</b>
Deadline for Questions (submitted via email):	<b>January 5<sup>th</sup>, 2015</b>
Proposals Received: (Close of Bid Period) at the HPS Development Co., LP Business Office located at 1 Sansome Street, Suite 3200 San Francisco, CA 94104	<b>January 7<sup>th</sup>, 2015 @ 2:00pm</b>
Interview & Selection Period	<b>January 12<sup>th</sup> - 14<sup>th</sup> 2015</b>
Anticipated Award Date or Notice of Award	<b>January 14<sup>th</sup>, 2015</b>
Owner and Contractor to execute final Contract	By 2:00 PM of the seventh (7 <sup>th</sup> ) calendar day following the date of the Notice of Award

**END OF SECTION**



**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**

The Bidder shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Proposal.

**I. BASIS OF AWARD**

1. Owner will evaluate Bidder's proposed price for the work and other qualifying information submitted by Bidder. If any portion of the required documents, forms, and information are incomplete or unsatisfactory to Owner, a proposal may be rejected at the sole discretion of Owner.
2. Owner will receive sealed Proposals from Bidder as set forth herein.
3. Proposals not submitted on Owner's required forms will be deemed non-responsive and will not be considered. Additional sheets required to fully respond to requested information may be used.
4. Bidder shall supply all information required by each document in this Project Manual. Proposals shall be full and complete. Owner reserves the right in its sole discretion to reject any Proposal as non-responsive as a result of any error or omission in the Proposal. Bidder shall complete and submit all of the following documents:
  - 1) Bid Form – Section 00410
  - 2) Proposal per Section II below
  - 3) Letter from Surety per Item 9 below
  - 4) Owner's Employment and Hiring Compliance provisions in accordance with Section 00210
  - 5) Designated Subcontractors List- Section 00435
  - 6) Non-collusion Affidavit Section 00480
  - 7) Site-Visit Certification found in Section 00812
  - 8) Any proposed revisions or clarifications to the Contract per Item 15.a below
  - 9) A preliminary Project Schedule meeting the Contract Time requirements set forth in Section 00802
5. Bidder shall submit with the Proposal the Designated Subcontractors List - Section 00435 for those subcontractors who will perform any portion of the Work in excess of one half of one percent (0.5%) of the total Bid. Failure to submit this list will result in the Proposal being deemed non-responsive and the Proposal will not be considered.
6. Each Bidder shall possess the following State of California Contractor License:
  - Class 'A' General Engineering Contractor
7. The Contractor and its subcontractors' licenses and certifications shall be active as of the Proposal Due Date and remain active and in good standing throughout the term of the Contract.
8. The Contractor and its subcontractors' shall have active and valid insurance coverage at Owner's prescribed coverage limits throughout the term of the Contract as defined in Section 00020.
9. Bidder shall submit a letter from their Surety, confirming the Bidder's bonding capacity for the Project.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

10. The Contractor and its subcontractors shall comply with the requirements of Section 00801, Trucking Administration Program to ensure BVHP-area trucking companies provide hauling services for this Contract.
11. Bidder shall submit a Site-Visit Certification with its Proposal (refer to Section 00812). A Site Visit is expected to take approximately half a day. Owner will transmit in formal writing clearly marked "Addendum" to Bidders such additional materials or information, as Owner in its discretion considers necessary in response to questions arising during or after a Site Visit faxed, emailed, or delivered to all parties recorded by Owner as having received the Contract Documents (collectively, "Addenda"). Oral statements made by any agent or representative of Owner shall not be relied upon and will not be binding or legally effective. Minutes, if any, of any Site Visit issued by Owner, and Addenda issued by Owner as a result of any Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of any Site Visit.
12. Bidder shall submit the Non-Collusion Affidavit with its Proposal (refer to Section 00480). Proposals submitted without the Non-collusion Affidavit will be deemed non-responsive and will not be considered.
13. Proposals shall be clearly written without erasure or deletions. Owner reserves the right to reject any Bid containing erasures or deletions.
14. Bidder shall not modify the Section 00410 - Bid Form or qualify its Bid.
15. Submission of the Proposal signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of the Work. Bidder shall complete the tasks listed below as a condition to bidding and submission of the Proposal shall constitute Bidder's express representation to Owner that Bidder has fully completed the following:
  - a. Bidder has carefully reviewed the Contract. If Bidder has any objections or clarifications to the Contract, Bidder must submit any proposed revisions to the Contract with its Proposal. It is expected that any such proposed revisions will be very limited, and preference will be given to Bidders with minimal or no proposed revisions. Owner reserves the right to reject any proposed revisions or to propose alternative revisions.
  - b. Bidder has visited the Project Site and has examined thoroughly and understands the nature and extent of the Contract Documents, Project, Work, Project Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of deconstruction/demolition to be employed by the Contractor and safety precautions and programs incident thereto.
  - c. Bidder has conducted or obtained and understands all examinations, investigations, explorations, tests, reports, and studies that pertain to the surface and subsurface conditions, as-built conditions, and all other physical conditions at or contiguous to the Project Site necessary for the performance or furnishing of the Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes.
  - d. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

e. Bidder has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by Owner is acceptable to Bidder.

f. Bidder shall, prior to bidding, perform the work, investigations, research, and analysis required by this document and which Bidder represented in its Section 00410 – Bid Form, and the Contract that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices shall include entire cost of all work “incidental” to completion of the Work.

g. Conditions Shown on the Contract Documents: Information as to as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Project Drawings or in Contract Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, Owner does not warrant, and Bidder may not rely, on the accuracy of such information.

(1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Proposal, Bidder shall rely on the results of its own independent investigation

(2) Conditions shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the following documents for the Project:

a) Naturally-occurring Asbestos Dust Mitigation Plan, Parcel A’ Phase 1 Development Hunters Point Shipyard, Revised May 2009, included as Attachment G.

b) ENGEO Incorporated; Geotechnical Exploration Report, Parcel A Hunters Point, October, 2004, provided upon request to Owner.

16. Any information and data shown or indicated in the reports and other data supplied under paragraph 15.f of this Section with respect to appurtenances on, at or contiguous to the site is based on information and data furnished to Owner by consultants or builders of such facilities or others. Owner does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusions drawn from this information.

17. Bidder may examine any available reports and drawings of previous work by giving Owner reasonable advance notice. Owner will not be responsible for the accuracy of such reports and drawings.

18. All work on or relating to the Project is governed by OCII’s prevailing wage policy, which requires work to be paid at the appropriate wage rate and benefit for the classification of work actually performed pursuant to the General Prevailing Wage Determination made by the California Department of Industrial Relations (DIR). The DIR’s General Prevailing Wage Determination for this project can be found online at <http://www.dir.ca.gov/OPRL/PWD/index.htm>.

19. All questions about the meaning or intent of the Contract Documents are to be directed in writing to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued in writing by Addenda faxed, emailed, or delivered to all parties recorded by Owner as having received the Contract Documents. Questions received less than four (4) business days prior to the

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Proposal Due Date may not be answered. Only responses questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

20. Owner may also issue Addenda to modify other parts of the Contract Documents as deemed advisable.
21. Bidder shall acknowledge each Addendum in its section 00410 – Bid Form by number or its Bid will be considered non-responsive. Each Addendum will be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.
22. All Proposals shall be sealed, and marked with the name and address of the Bidder. Proposals will be received as indicated in the Notice to Bidders.
  - a. Envelopes shall be marked with the name of the Project and the Proposal number shown in the Notice to Bidders.
  - b. Proposals must be submitted by the Proposal Due Date.
  - c. Proposals must contain all documents required herein.
23. Proposals will be opened after the Proposal Due Date.
24. Bidder is alerted to the condition that the maximum amount to be listed for mobilization Work under the Bid Item - “Mobilization/ Demobilization” shall not exceed five percent (5%) of the Total Bid Price, excluding the Mobilization/ Demobilization Bid item itself.
25. Time for Completion: Owner may issue a Notice to Proceed within three (3) months of date of the Award Date. Once the Bidder has received the Notice to Proceed, the Bidder shall complete the Work within the Contract Time.
  - a. In the event that Owner desires to postpone giving the Notice to Proceed beyond this three (3) month period, it is expressly understood that Owner may give a notice of postponement to the Bidder indicating that Owner’s Notice to Proceed may be postponed by Owner. It is further expressly understood by the Bidder that the Bidder shall not be entitled to any claim of additional compensation as a result of the postponement of giving the Notice to Proceed.
  - b. If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the Contract with written notice to Owner within ten (10) days after receipt by the Contractor of Owner’s Notice of Postponement. Should the Contractor terminate the Contract as a result of a Notice of Postponement, Owner will have the authority to award the Contract to another party.
26. The Winning Bidder shall execute and submit the following documents by 2:00 PM of the seventh (7<sup>th</sup>) calendar day following the date of the Award Date. Failure to properly and timely submit these documents entitles Owner to reject the Bid as non-responsive.
  - a. the Contract: Owner will provide final execution version of Contract. Bidder shall submit four (4) copies, each bearing an original signature.
  - b. Insurance Certificates and Endorsements as required by the Contract.
  - c. Prevailing Wage and Related Labor Requirements Certification.
  - d. the Contractor’s Health and Safety Plan
  - e. if required by Owner, Payment and Performance Bond

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

27. Owner reserves the right to reject any or all Proposals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, to re-bid, and to reject a Proposal if Owner believes that it would not be in the Owner's best interest to make an award to Bidder, whether because the Proposal is not responsive, Bidder is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
28. Discrepancies in Bids between written words and figures, or words and numerals, will be resolved in favor of the words.
29. Prior to the award of Contract, Owner reserves the right to consider the responsibility of Bidder as an award criterion. Owner may conduct investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidder, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

## **II. PROPOSAL SUBMITTAL REQUIREMENTS**

1. Proposals shall be signed by an authorized representative of the principal owner, or Executive Director of Bidder. By submitting a proposal, the Respondent certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the business's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - a. Firm Information
  - b. Name of company and number of years in business as a whole and in San Francisco
  - c. Legal status and company ID number
  - d. Contact name, including email address
  - e. Company address
  - f. Full names of company officers and/or principals
  - g. Names and resumes of key staff and description of their roles/responsibilities in the project
  - h. List of company owned equipment and resources to be used on this contract.
  - i. Provide detailed information regarding any lawsuits which the company may have been directly or indirectly involved in during the past 3 years
  - j. List of any Regulatory fines and/or warnings issued within the last 5 years, including but not limited to, SWPPP violations, Air Quality violations, etc.
3. Prior Experience and References
  - a. Demonstrated Experience in similar scope of work. In response to this section, the objective should be to instill confidence that the Bidder has the experience and capability to complete the project on time, within budget, and to the highest standard of quality.
4. Services: Describe how the following services are provided for Owner:

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- a. Describe the means and methods allowed for compliance with the strict environmental requirements of this project including, but not limited to, Diesel Emission Standards, the ADMP, the DCP, the SWPPP, and the Soil Importation Plan.
  - b. In narrative form provide the Bidder's approach to optimize the BVHP Employment and Contracting Policies and the SBE policies to meet and exceed all hiring goals for this project, as described in Section 00210.
5. Technology and Software:
  - a. List any innovative technology or software that the Bidder will use to complete the work.
6. Evidence of satisfactory insurance.
7. Please provide one (1) manually signed original and three (3) copies of the proposal, which shall be submitted to Owner. Each copy of the proposal shall be bound in a single volume where practical.
8. Provide One CD containing one file with a clear and legible copy of the entire submittal. The digital file must be provided in Adobe PDF file format.
9. Three references
  - a. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.
  - b. Any information thought to be relevant, but not specifically applicable to the enumerated scope of Work, may be provided as an attachment to the proposal.

**END OF SECTION**

**SECTION 00210  
EMPLOYMENT AND CONTRACTING POLICIES**

**1.1 SUMMARY**

The Contractor shall comply with all employment and contracting policies applicable to the Project, including those imposed by the Agency and the State of California. The Contractor shall familiarize themselves with the requirements and allow for all reporting and compliance with the regulations specified herein.

**1.2 GENERAL COMMENTARY**

The project is subject to separate requirements in regards to employment and contracting policies, including:

- A. Bayview Hunters Point Employment and Contracting Policy
  - Attachment 1
- B. San Francisco Redevelopment Agency Small Business Enterprise Policy
  - Attachment 2
- C. Project Labor Agreement for Hunters Point Shipyard Redevelopment
  - Attachment 3

The Department of Industrial Relation General Prevailing Wage Determination for this project can be found online at <http://www.dir.ca.gov/OPRL/PWD/index.htm>

Owner is working with relevant governmental authorities to provide a consolidated policy, a copy of which will be provided by Addendum on completion.

**1.3 PROJECT LABOR AGREEMENT**

The Contractor and its subcontractors will be required to comply with all applicable requirements of the Project Labor Agreement and amendments in performance of the Work.

**END OF SECTION**



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**Section 00410**  
**BID FORM**

For Constructing Hillpoint Regional Park/  
Coleman Bluff Path Project  
Hunters Point Shipyard Redevelopment  
Project, Parcel A', in strict accordance  
with the Contract Documents for HPS  
Development Co., LP, Contract No. (TBD)

---

Bidder's Firm Name

---

Street Address

*Bidders must Bid on all Bid Items.*

---

City

State

Zip Code

*Entries must be in permanent ink or typed.*

---

(Area Code)

Telephone No.

The undersigned, having examined all referenced documents and the Drawings and Technical Specifications, understanding the terms and conditions of the Contract Documents and the local conditions affecting the performance and costs of the Work, and having fully inspected the Site in all particulars, hereby proposes and agrees to fully perform the Work as indicated on the Drawings and in the Technical Specifications, and in accordance with the requirements of the Contract Documents within the time stated therein, and for the following price(s):

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Bid Item	Bid Item Description	Estimated Quantity	Unit	Unit Price	Extension
A	Hillpoint Regional Park/ Coleman Bluff Path	1	Lump Sum	--	\$ _____
BASE BID – LUMP SUM BID PRICE					\$ _____
B	Add Alternate 1 – Sawcut and Sandblast Finish for Concrete Flatwork at Hillpoint Regional Park	1	Lump Sum	--	\$ _____
C	Deduct Alternate 1 – Owner-Supplied Plants, Hillpoint Regional Park*	1	Lump Sum	--	\$ _____
D	Option 1 – Payment and Performance Bond	1	Lump Sum	--	\$ _____
E	Option 2 – Commercial General Liability Insurance**	1	Lump Sum	--	\$ _____
F	Option 3 – Contractor's Pollution Liability Insurance**	1	Lump Sum	--	\$ _____

\*Refer to Schedule of Values for Owner-Supplied Plant Lists at Hillpoint Regional Park.  
Contractor will be responsible for delivery of any owner-provided plants from nursery location in San Bruno to jobsite. The Garden Project (grower of owner-supplied plants) will provide replacement plants for up to 1 year from time of completion. Contractor to assume warranty for delivery and installation of any replacement plant materials for up to 1 year from time of completion.

\*\*Refer to Section 00805 for minimum insurance requirements.



<b>A</b>	<b>HILLPOINT PARK/COLEMAN BLUFF PATH</b>				
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Rate (\$)</b>	<b>Item Total (\$)</b>
<b>1</b>	<b>MOBILIZATION/ DEMOBILIZATION</b>	1	LS		
<b>2</b>	<b>DUST CONTROL</b>	1	LS		
<b>3</b>	<b>EROSION CONTROL</b>	1	LS		
<b>4</b>	<b>SURVEYING</b>	1	LS		
<b>5</b>	<b>CLEAR &amp; GRUB</b>		SF		
<b>6</b>	<b>EARTHWORK</b>				
<b>A</b>	Subgrade Preparation		SF		
<b>B</b>	Drainage Ditch Grading		SF		
<b>C</b>	Slope Grading		SF		
	<b>EARTHWORK TOTAL</b>				
<b>7</b>	<b>STORM DRAINAGE SYSTEM</b>				
<b>A</b>	12" SD Pipe		LF		
<b>B</b>	10" SD Pipe		LF		
<b>C</b>	6" SD Pipe Solid		LF		
<b>D</b>	6" SD Pipe Perforated		LF		
<b>E</b>	SD Area Drain		EA		
<b>F</b>	SD Area Drain, Type 2		EA		
<b>G</b>	SD 12" x 12" Drain Inlet		EA		
<b>H</b>	Trench Drain		LF		
<b>I</b>	SD Concrete Headwall, Detail 7, C5.00		EA		
<b>J</b>	SD Concrete Headwall, Detail 8, C5.00		EA		
<b>K</b>	SD Seatwall, Detail 6, L6.05		EA		
<b>L</b>	SD Clean Out		EA		
<b>M</b>	SD Drop Inlet		EA		
<b>N</b>	SD Manhole		EA		
<b>O</b>	Concrete Flow Spreader (Influent to Vegetative Swale) including Rip Rap Splash Block	1	LS		
<b>P</b>	Check Dams at Vegetative Swale		LF		
<b>Q</b>	Connect to Existing SD		EA		
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				
<b>8</b>	<b>SANITARY SEWER SYSTEM</b>				
<b>A</b>	6" SS Pipe		LF		
<b>B</b>	SS Clean Out		EA		
<b>C</b>	Connect to Existing SS		EA		
	<b>SANITARY SEWER SYSTEM TOTAL</b>				
<b>9</b>	<b>LOW PRESSURE WATER</b>				
<b>A</b>	3/4" LPW Line		LF		
<b>B</b>	3/4" Meter Vault		EA		
<b>C</b>	BFP		EA		
	<b>LOW PRESSURE WATER TOTAL</b>				
<b>10</b>	<b>FINISH GRADING</b>				
	Finish Grading Landscape	1	LS		
	<b>FINISH GRADING TOTAL</b>				
<b>11</b>	<b>COBBLE STONE PAVING</b>				
<b>A</b>	Class 2 Permeable Base Cobble Stone Paving		SF		
<b>B</b>	Sand Setting Bed with Filter Fabric		SF		
<b>C</b>	Granite Cobble Stone		SF		
	<b>COBBLE STONE PAVING TOTAL</b>				
<b>12</b>	<b>CONCRETE SIDEWALK</b>				
<b>A</b>	Class 2 AB		SF		
<b>B</b>	Concrete Paving		SF		
<b>C</b>	AC Paving (Coleman Bluff Path)		SF		
	<b>CONCRETE SIDEWALK TOTAL</b>				
<b>13</b>	<b>CONCRETE STAIRS</b>				
<b>A</b>	Concrete Stairs P5A (Hillpoint Lawn)		SF		
<b>B</b>	Concrete Stairs P5B (Overlook)		SF		
<b>C</b>	Concrete Stairs P5C (Coleman Bluff)		SF		
	<b>CONCRETE STAIRS TOTAL</b>				
<b>14</b>	<b>CONCRETE CURB AT PAVING</b>				
<b>A</b>	Concrete Curb at Paving		LF		
<b>B</b>	AC Curb		LF		
	<b>CONCRETE CURB AT PAVING TOTAL</b>				

<b>A</b>	<b>HILLPOINT PARK/COLEMAN BLUFF PATH</b>				
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Rate (\$)</b>	<b>Item Total (\$)</b>
<b>15</b>	<b>SITE FURNISHINGS</b>				
<b>A</b>	Bench with Back and Arm Rests-Type SF1-A 6' Long		EA		
<b>B</b>	Bench with Back and Arm Rests-Type SF1-A 8' Long		EA		
<b>C</b>	Bike Rack		EA		
<b>D</b>	Drinking Fountain		EA		
<b>E</b>	Trash & Recycling Receptacle		EA		
<b>F</b>	ISA/ASA Plaques		EA		
<b>G</b>	Tree Grate		EA		
<b>H</b>	BBQ		EA		
<b>I</b>	BBQ Hot Coal Bin		EA		
<b>J</b>	Park Signage	1	LS		
<b>K</b>	Custom Picnic Tables	1	LS		
<b>L</b>	Custom Picnic Table Benches	1	LS		
<b>M</b>	Raft Bench	1	LS		
	<b>SITE FURNISHINGS TOTAL</b>				
<b>16</b>	<b>CONCRETE STRUCTURES</b>				
<b>A</b>	Concrete Bench 'Pinto A' (Complete)		EA		
<b>B</b>	Concrete Bench 'Pinto B' (Complete)		EA		
<b>C</b>	Concrete Seatwall 'W4' (Complete)		LF		
<b>D</b>	Concrete Seatwall 'W5' (Complete)		LF		
<b>E</b>	Concrete Seatwall 'W6' (Complete)		LF		
<b>F</b>	Concrete Seatwall 'W9' (Complete)		LF		
	<b>CONCRETE STRUCTURES TOTAL</b>				
<b>17</b>	<b>VEHICULAR PLANTING CELLS</b>				
<b>A</b>	Finish Grading for Vehicular Planting Cells		SF		
<b>B</b>	Class 2 Perm Material for Vehicular Planting Cells		SF		
<b>C</b>	Vehicular Planting Cells		SF		
	<b>VEHICULAR PLANTING CELLS TOTAL</b>				
<b>18</b>	<b>LANDSCAPE/IRRIGATION</b>				
<b>A</b>	Irrigation System	1	LS		
<b>B</b>	Landscape Soil Preparation	1	LS		
<b>C</b>	Planting Soil		SF		
<b>D</b>	Vegetated Swale Soil		SF		
<b>E</b>	Structural Planting Soil		SF		
<b>F</b>	Tree, 15 Gallon		EA		
<b>G</b>	Plant, 5 Gallon		EA		
<b>H</b>	Plant, 1 Gallon		EA		
<b>I</b>	Plant, Bulb		EA		
<b>J</b>	Grass, 4" Pot		SF		
<b>K</b>	Turf, Sod		SF		
<b>L</b>	Hydroseed, Slope Mix		SF		
<b>M</b>	Hydroseed, Ditch Mix		SF		
<b>N</b>	Hydroseed, Habitat Mix "Bay Area"		SF		
<b>O</b>	Mulch		SF		
	<b>LANDSCAPE/IRRIGATION TOTAL</b>				
<b>19</b>	<b>SITE LIGHTING/ELECTRICAL</b>				
<b>A</b>	1.5" GRSC with 3 #8 AWG and 1 #10 AWG Conductors		LF		
<b>B</b>	1.5" GRSC with Pull Rope (For Future Restroom)		LF		
<b>C</b>	1" GRSC with 3 #10 AWG Conductors		LF		
<b>D</b>	Type L1 Bollard Light		EA		
<b>E</b>	Type L2 Pole Light		EA		
<b>F</b>	Type L3 Spot Light		EA		
<b>G</b>	Type L4 Flood Light		EA		
<b>H</b>	Type L5 Recessed Ceiling Light		EA		
<b>I</b>	Type L6 Recessed Wall Light		EA		
<b>J</b>	PullBox/Junction Box		EA		
<b>K</b>	GFI Receptacles		EA		
<b>L</b>	Power Connection to Irrigation Controller		EA		
<b>M</b>	Electric Meter Pedestal		EA		
<b>N</b>	Point of Service Connection	1	LS		
	<b>SITE LIGHTING/ ELECTRICAL TOTAL</b>				

<b>A</b>	<b>HILLPOINT PARK/COLEMAN BLUFF PATH</b>				
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Rate (\$)</b>	<b>Item Total (\$)</b>
<b>20</b>	<b>ADD ALTERNATE 1 - SAWCUT AND SANDBLAST CONCRETE FINISH</b>				
	Concrete Flatwork - Hillpoint Regional Park		SF		
<b>ADD ALTERNATE 1 TOTAL</b>					
<b>21</b>	<b>DEDUCT ALTERNATE 1 - OWNER- SUPPLIED PLANTS (Installation Only)</b>				
<b>A</b>	Carex tumulicola (1-gal)	454	EA		
<b>B</b>	Baccharis pilularis 'Twin Peaks' (1-gal)	597	EA		
<b>C</b>	Dietes iridoides (1-gal)	15	EA		
<b>D</b>	Iris douglasiana (1-gal)	200	EA		
<b>E</b>	Iris "Pacific Coast" (1-gal)	200	EA		
<b>F</b>	Mimulus aurantiacus (1-gal)	474	EA		
<b>G</b>	Rhamnus californica (1-gal)	56	EA		
<b>DEDUCT ALTERNATE 1 TOTAL</b>					

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1. Bidder acknowledges that this is a LUMP SUM bid. The Bidder further acknowledges that Owner may use the Schedule of Values Unit Pricing to add or deduct work to the work regardless of percent increase or decrease in the work.
2. The Bid Schedule Items shall be full compensation for performing all work shown on project drawings and specifications. This is a lump sum contract.
3. Bidder acknowledges and agrees that its Bid, if not withdrawn prior to the Proposal Due Date, shall not be withdrawn for a period of 90 days thereafter.
4. In submitting its Bid, Bidder represents that:
  - a. Bidder has examined copies of Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged)

Date	Number

- b. Bidder has familiarized itself with the Contract and the nature and extent of the Contract Documents, Work, Project Site, locality, as-built conditions and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work, as required by this Project Manual.
  - c. Bidder has correlated the results of all such observations, examinations, investigations, exploration, tests, reports and studies with the terms and conditions of the Contract Documents and actual conditions of the project site including as-built conditions.
  - d. Bidder has given Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents or actual conditions and the written resolution as set forth in one or more Addenda thereof by Owner is acceptable to Bidder.
5. Based on the foregoing, Bidder proposes and agrees to fully perform the Work in strict accordance with the Contract and the Contract Documents for the lump sum of money listed in the attached Bid Form and Schedule of Values, subject only to the modifications or clarifications attached to this Bid. Any modifications or clarifications proposed by Bidder to be attached.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Bid submitted by:

\_\_\_\_\_(seal)  
Name

\_\_\_\_\_  
Names of All Partners, if Partnership

\_\_\_\_\_  
State of Formation

\_\_\_\_\_  
Signature of Bidder or Authorized Representative of  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative of  
Bidder

Note: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Bidder is a limited liability company, set forth the name of the company together with the signature of the officer or officers (or the member or members) authorized to sign contracts on behalf of the company.

**END OF SECTION**

**SECTION 00435**  
**DESIGNATED SUBCONTRACTORS LIST**

Bidder shall list below the name and address of each subcontractor who will perform work or labor or render service to Bidder, and the portion of the Work which each will perform if the Contract is awarded to Bidder. By submission hereof, Bidder represents that it has clearly set forth below the name and address of each subcontractor who will perform work or labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of the total value of Bidder's total Bid.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractor, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Address & Zip-code: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name of Signatory:** \_\_\_\_\_

**Title of Signatory:** \_\_\_\_\_

**END OF SECTION**









**SECTION 00800**

**SUPPLEMENTARY CONDITIONS**

**1.1 SUMMARY**

- A. This Document includes supplemental instruction related to the Work.
  - B. All provisions that are not so modified shall remain in full force and effect.
- 1.2 The Contractor will be furnished five (5) full-size sets of the Project Drawings at no cost. The Contractor shall pay the reproduction costs of any additional sets required. Documents required for subsequent modifications, Change Orders, and Proposed Change Orders will be issued in the same manner.
- 1.3 Prior to the Start of Work, the Contractor and Owner shall visit the Project Site as necessary to document and verify existing conditions. The Contractor shall document these conditions and shall submit prior to the Start of Work a complete report verifying and/or modifying the existing conditions determined by Owner's site surveys.
- 1.4 The Contractor shall coordinate with the Owner and allow access for installation of Public Art Pieces during the course of Hilltop Regional Park and Coleman Bluff Path construction. Details and locations for the coordination of Public Art installation are provided on Sheet L0.04 of the Project Drawings. Public Art Installation cannot occur until rough grading is complete at the various locations specified. The Contractor shall maintain access to allow for installation of Public Art Pieces by others with as needed heavy construction equipment such as excavators and drilling equipment. The Contractor must defer any work items that could be damaged, including but not limited to such items as pavements, aggregate subbases, plantings and irrigation until installation of Public Art Pieces is complete. The Contractor must ensure that shallow utility installation such as irrigation and electrical conduits is coordinated with the locations of proposed Public Art Piece foundations.
- 1.5 The Contractor shall coordinate, and perform work as necessary, for the installation of Owner provided Public Art Tile insets on walls as described in Section 04810, TILE, of the Technical Specifications and where shown on the Project Drawings. Work by Contractor to include installation of Owner provided Public Art Tile insets at Wall 2 in Hillpoint Regional Park.
- 1.6 The Contractor shall coordinate, and perform work as necessary, to allow for the installation of Owner provided Picnic Tables and Benches where shown on Sheet L5.04 of the Project Drawings. Contractor must notify Owner/ Fabricator at least 4 weeks prior to completion of picnic area walls and concrete flatwork to coordinate installation of owner-provided tables and benches.

**END OF SECTION**



**SECTION 00801**  
**TRUCKING ADMINISTRATION PROGRAM**

1.1 SUMMARY

The Contractor and its subcontractors shall use the services of Owner's Trucking Administrator to provide the hauling services for this Contract.

1.2 OWNER'S TRUCKING ADMINISTRATOR

Owner's Trucking Administrator will dispatch trucks according to a pre-established priority list of BVHP-area trucking companies. All truckers on the list have been screened and approved by Owner's Trucking Administrator.

1.3 THE CONTRACTOR'S AGREEMENT WITH THE ADMINISTRATOR

Trucking rates will be in compliance with the Wage Requirements in Section 00210.

**END OF SECTION**



**SECTION 00802**  
**CONTRACT TIME & LIQUIDATED DAMAGES**

1.1 SUMMARY

- A. This Section specifies the limits of Contract Time and amounts of liquidated damages to be assessed should the Work be incomplete after the limits of Contract Time.

1.2 REFERENCES

- A. Refer to the Contract for other requirements regarding Contract Time.
- B. Refer to the Contract for other requirements regarding Liquidated Damages.

1.3 CONTRACT TIME

- A. The Work shall commence on the day of issuance of the Notice to Proceed (“NTP”) by Owner, and brought to Final Completion for Hillpoint Regional Park and Coleman Bluff Path within **one hundred twenty (120) consecutive calendar days thereafter**.
- B. The Contract Time includes time needed to notify the local residents of commencement of the Work; application and approval for all required permits and submittals prior to start of the Work.
- D. Standard working hours shall be 8:00AM-5:00PM Monday through Friday. Extended working hours on Weekdays from 7:00AM-8:00PM may be permitted with written approval from Owner. The Contractor shall conform to the San Francisco Noise Control Ordinance and all applicable laws thereto.
- E. The Contractor is prohibited from working on Weekends without prior written consent by Owner. Work hours on the Weekends shall be Saturdays 8:00AM-5:00PM and Sundays 9:00AM-5:00PM. Contractor shall obtain such written consents on a weekly basis. The Contractor shall conform to the San Francisco Noise Abatement Ordinance and all applicable laws thereto.
- F. The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to Owner within seven (7) calendar days, of the occurrence of the event giving rise to the request or claim. Failure of Contractor to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by Contractor of any claim for an extension in the Contract Time.
- G. The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of Contractor, and which Contractor could not have guarded against, if a claim is made therefore as provided in Paragraph F and is substantiated to the satisfaction of Owner.
- H. “Substantial Completion” is defined in the Contract.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.4 DAMAGES

Owner and the Contractor agree to a liquidated damages provision, as defined in the Contract, for delay (but not as a penalty) in the amount of **one thousand dollars (\$1,000.00) for each calendar day** or portion thereof that transpires with the Work not Substantially Completed within the Contract Time of **120 calendar days** for Hillpoint Regional Park and Coleman Bluff Path.

**END OF SECTION**



**SECTION 00805  
INSURANCE REQUIREMENTS**

***OWNER, AT ITS SOLE AND ABSOLUTE DISCRETION, MAY PROVIDE COMMERCIAL GENERAL LIABILITY INSURANCE THROUGH A WRAP PROGRAM. FOR PURPOSES OF THE REQUEST FOR PROPOSAL, BIDDER SHOULD PROVIDE BIDS THAT SHOW AS SPECIFIC LINE ITEMS, THE COSTS FOR EACH TYPE OF INSURANCE REQUIRED.***

Contractor shall, and shall require its subcontractors, to carry and maintain the following minimum insurance throughout the term of the Contract, or such longer time as stated below, at its/their sole cost and expense:

**(a) Workers' Compensation Insurance**

**(i) Minimum Scope and Limits.** Workers' Compensation Insurance with employer's liability insurance with limits of the following:

Coverage A.	Statutory Benefits - State of Hire
Coverage B.	Employers' Liability of not less than:
Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

**(ii) Waiver of Subrogation.** Worker's Compensation Insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against Owner (all of its subsidiaries and Affiliates); The Shipyard Communities, LLC; HPSCP Opportunities, L.P.; HPS Development Co., LP; CP Development Co., LP; CP/HPS Development Co. GP, LLC; HW SF LLC; Scala SF Investor, LLC; Lennar - BVHP, LLC; Lennar Homes of California, UST-Lennar HW Scala SF Joint Venture; LHCHP I, LLC; LHC HP II, LLC; and Lennar Corporation, including each of their respective subsidiaries, partners, partnerships, affiliated companies, successors and assigns; and Lender (collectively, the "**Owner Parties**"); (2) the Office of Community Investment and Infrastructure, Successor to the Redevelopment Agency for the City and County of San Francisco, the City and County of San Francisco, and each of their respective supervisors, commissioners, officers, agents and employees (collectively, the "**Agency Parties**"); and (3) all others performing Work or services at the Project Site. A waiver of subrogation shall be effective as to any entity or person even if such entity or person (A) would otherwise have a duty of indemnification, contractual or otherwise, and (B) did not pay the Worker's Compensation Insurance premium directly or indirectly.

**(b) Automobile Liability**

Insurance to include coverage equivalent in scope to ISO form CA 00 01 with not less than \$1,000,000 combined single limit, each accident covering all owned, hired and non-owned autos. If Contractor or its subcontractors do not have any company-owned vehicles, a copy of the declaration page from the personal auto liability policy of the principal(s) of Contractor or each of its subcontractors making such claim will be acceptable. Hired and non-owned auto coverage of Contractor and each subcontractor must be evidenced through a general liability policy or auto policy. The Owner Parties and the Agency Parties shall be named as additional insureds under the automobile insurance policy.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

(c) **Property Insurance**

(i) **Coverages.** Contractor and its subcontractors are required to maintain Property Insurance coverage for physical damage (including loss of use therefrom) of their property, supplies and equipment (whether or not owned by them). The policy should be maintained for the duration of the Contract, or in the case of subcontractors, their subcontracts, and shall continue for so long as such property, supplies or equipment is at the Project site or used in connection with the Project.

(ii) **Required Waivers.** Contractor and its subcontractors shall have no recourse, and waive all rights of recovery, against the Owner Parties and the Agency Parties (and any persons or entities claiming through them) for any physical damage to any property, supplies or equipment of Contractor or its subcontractors. Each policy shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner Parties and the Agency Parties, (and all persons and entities claiming through them), and against any other contractors or subcontractors for any monies paid under the said insurance policies. Contractor and its subcontractors shall cause their insurance carriers to consent to such waiver of subrogation.

(c) **Commercial General Liability Insurance (“CGL”)**

(i) **Minimum Limits.** CGL insurance equivalent in coverage to ISO form CG 00 01) for bodily injury and property damage, shall not be less than:

**For Contractor**, limits shall not be less than:

Each Occurrence	\$5,000,000
Personal Advertising Injury Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$7,000,000

Such insurance can be obtained by a combination of primary and excess insurance, provided the requirements below are met.

**For subcontractors**, limits shall not be less than:

Each Occurrence	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

(ii) **Minimum Scope.** The policy must include the following provisions:

1. Standard ISO CG0001 10 01 Contractual Liability coverage, or its equivalent.
2. Separation of Insureds clause.
3. Broad Form Property Damage coverage, including completed operations, or its equivalent.
4. An Additional Insured Endorsement (equivalent to ISO form CG 20 10 11 85 or ISO form CG 20 10 10 02 (or earlier edition form), plus ISO form CG 2037 10 01) including as additional insured: the Owner Parties and the Agency Parties.
5. A Waiver of Subrogation, to apply in favor of all those parties set forth in Section 00805(1.1)(d)(ii)(4) above.
6. Coverage must be on an “occurrence” form. “Claims Made” and “Modified Occurrence” forms are not acceptable.
7. Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under the policy(ies).
8. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
9. Products and Completed Operations coverage shall be maintained coverage shall be maintained for the longer of: (a) ten (10) years following final completion and (b) the applicable statute of limitations and/or repose for the jurisdiction of the Project Site.
10. There shall be no exclusion for subsidence.
11. There shall be no exclusion for residential, condominium or attached homes.
12. There shall be no “third-party action over” exclusion.
13. The CGL policy may not be subject to a self-insured retention (“SIR”) or deductible that exceeds \$25,000. Owner may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. In the event the amounts owed to Contractor is insufficient to meet the SIR/deductible or the Project is completed, Owner shall be entitled to deduct the remaining balance of the SIR/deductible from amounts owed to Contractor for its Work on other projects. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured. The policy must also state that the Allocated Loss Adjustment Expenses will satisfy the SIR or deductible.

(e) **Contractors Pollution Liability Insurance**

(i) **Coverages.** Contractors pollution liability insurance with limits of not less than \$3,000,000 for each claim or occurrence and in the aggregate per policy period of one year. If

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

such activity involves lead-based paint or asbestos identification / remediation, such insurance shall not contain lead-based paint or asbestos exclusions.

(ii) **Claims Made Forms.** The Contractors Pollution Liability coverages may be written on a claims made form.

(iii) The retroactive date must be shown, and must be before the effective date of the Contract or the date Work commences, whichever is later.

(iv) Insurance must be maintained and evidence of insurance shall be maintained coverage shall be maintained for the longer of: (a) ten (10) years following final completion and (b) the applicable statute of limitations and/or repose for the jurisdiction of the Project Site.

(v) A copy of the claims reporting requirements must be submitted to Owner for review.

(vi) **Self-Insured Retentions.** Any Contractors Pollution Liability insurance policy containing a SIR or deductible greater than Twenty-Five Thousand Dollars (\$25,000) shall be disclosed to the Owner and shall be subject to the Owner's reasonable approval. If any policy is subject to a SIR/deductible, then such SIR/deductible shall contain or be endorsed to provide that the SIR may be satisfied through payments made by (A) the named insured, or (B) Owner or (C) any additional insureds, co-insurers, and/or insureds other than the First Named Insured. The policy must also state that the Allocated Loss Adjustment Expenses will satisfy the SIR/deductible.

(vii) Such Contractors Pollution liability policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of the Contract and its subcontractors' subcontracts. Such policies shall also provide for severability of interests.

(viii) The Owner Parties and the Agency Parties.

**(f) Professional Liability or Errors and Omissions Insurance:**

(i) If any of Contractor's and/or subcontractor's work include any design, architectural, engineering, or other professional services, the Contractor or subcontractor shall carry Professional Liability or Errors and Omissions coverage, including prior acts coverage sufficient to cover its services, the limits of which shall not be less than \$1,000,000 per claim/\$1,000,000 aggregate, or its standard limit carried, whichever is higher, with a deductible or self-insured retention amount not greater than \$50,000. Such insurance shall include prior acts coverage sufficient to cover the services and Contractual Liability to cover liability assumed under the Contract, to the extent insurable under such Professional Liability Insurance. The insurance shall be maintained during the term of the Contract and for a period of ten (10) years after completion of the services with the limits set forth in this paragraph at no additional cost to Owner.

(ii) Contractor (or subcontractor) is required to provide evidence to Owner that the policy(ies) has no impairment on the aggregate limits before any services are performed.

(iii) Contractor (or subcontractor) is required to provide evidence a copy of the claims reporting requirements to Owner for review.

**(g) General Insurance Requirements**

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

(i) All insurance required under this Section shall be obtained at the sole cost and expense of Contractor and/or its subcontractors, and shall be maintained with insurance carriers properly licensed to do business in the California having a general rating of not less than an "A(-)" and financial rating of not less than at least an "VII" as rated in the most recent edition of A.M. Best's Insurance Reports. Contractor agrees to provide to Owner a full certified copy of any policy maintained by Contractor at Owner's request, and require the same of its subcontractors.

(ii) If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so) to secure same in the name and for the account of Contractor in which event Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith. Owner shall notify Contractor if Owner exercises its right, whereupon Contractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to Owner. Owner further reserves the right at any time, with thirty (30) days' written notice to Contractor, to require that Contractor resume the procurement and maintenance of any insurance for which Owner has elected to procure pursuant to this subsection; in such event, the sums paid to Contractor by Owner shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Owner's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Contractor's completed Work at the time of such adjustment.

(iii) All insurance policies must provide per the terms and conditions of the insurance policies a thirty (30) days' written notice to Owner of any cancellation, non-renewal or modification of any such policies and a ten (10) days' notice of cancellation for non-payment of premium to Owner. Contractor shall and shall require all of its subcontractors to shall provide Owner with a copy of any notice of reduction or cancellation that they receive within five (5) Business Days of receipt of such notice. Contractor and each subcontractor shall supply Owner with updated replacement certificates of insurance and/or copies of insurance policies that evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as required by this Section.

(iv) No act or omission of any insurance agent, broker or insurance company representative shall relieve Contractor of any of its obligations under the Contract.

(v) Contractor and its subcontractors shall not take any actions that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.

(vi) Each insurance policy shall provide that any failure to comply with reporting provisions of the policies by First Named Insureds shall not affect coverage provided to Owner and all additional insureds.

(vii) **No Limitations on Coverage.** The insurance limits herein are minimum levels of insurance only and nothing herein should be construed to limit the actual limits of insurance obtained by Contractor or its subcontractors. Should Contractor or its subcontractors obtain limits and coverages in excess of the minimum insurance requirements contained herein, then the limits in the policy shall apply to this Project.

(viii) The Certificates of Insurance shall state "All Operations" of Contractor performed on behalf of Owner shall be covered by such insurance.

(ix) Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor and its subcontractors create higher than normal hazards, and, to require additional parties be named as additional insureds, and

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement, or in the event the Agency so require. If Owner exercises the right to require higher limits, Owner and Contractor shall negotiate an equitable adjustment through a Change Order.

(x) Nothing in this Section shall reduce Contractor's obligations under the Contract. Contractor's (or subcontractors') procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of the Contract or subcontract.

(xi) **Certificates of Insurance.** Contractor and its subcontractors shall not commence any services or Work on the Project Site including, without limitation, bringing any equipment or personnel onto the Project Site, until such time as Owner has received, reviewed and approved evidence satisfactory to Owner that all mandatory insurance as specified in this Article has been obtained by such parties and that such insurance is in form and substance satisfactory to Owner. Prior to the commencement of the Work, Contractor and each subcontractor are required to provide certificates of insurance to Owner as evidence that policies specified in this Section are in full force and effect. Acceptance and/or approval by Owner of the insurance herein shall not be construed to waive or relieve Contractor or subcontractors from any obligations, responsibilities or liabilities under the Contract or subcontract. Certificates of insurance will be labeled and addressed as follows:

Lennar Urban  
Hillpoint Regional Park and Coleman Bluff Path Project  
One Sansome Street, Suite 3200  
San Francisco, CA 94104

(xii) **Waiver of Right to Recovery.** Contractor and its subcontractors hereby waive all rights of recovery by subrogation, because of deductible or self-insured retention clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, and for any other reasons, against each other, the Owner Parties and the Agency Parties, and any other contractor, subcontractor or other Person performing Work or rendering services on behalf of Owner in connection with the Project.

(xiii) **Excess Insurance.** The Excess Liability insurance, if any shall be excess coverage and shall follow form to the Commercial General Liability Insurance, Employers Liability insurance and Automobile Liability insurance referred to in Section (a), (b) and (c) above.

**EXHIBIT S-3**  
**RISK FACTOR TIERS FOR GENERAL LIABILITY LIMITS**

<b>RISK FACTOR LEVELS</b>	
<b>Trade/Subcontractor/Service</b>	<b>Risk Level</b>
Advertising	Low
Alarm (Fire, Security, etc) Installation	High
Appliances (Supply & Installation)	Low
Archeologist	Professional
Architects	Professional
Audio & Video Installation	Low
Balconies – prefab install	High
Bath Accessories – provide and install	Low
Bike Racks – install	Low
Blinds – install	Low
Boiler Installation and/or maintenance	High
Building Permit Processing	Professional
Cabinets – provide or install	Low
Canopy/Awning	Low
Carpentry - Wood Decks	Low
Carpentry Materials	Low
Carpentry/Finish	Low
Carpentry/Rough (Framing)	High
Carpet – provide and install	Low
Cleaners - All (Models, Carpet, Etc.)	Low
Caterers (no alcohol)	Low
Caterers (alcohol served and/or sold) must provide liquor liability	Low
Ceilings (Acoustical & Luminous)	High
Ceramic Tile (Bathroom & Kitchen)	Low
Chemical Lake Treatment	High
Cleaning (Homes & Site), Janitorial	Low
Closet Organizers	Low
Concrete Foundations	High
Concrete Material, Precast	High
Concrete Pumping	High
Concrete Walks/Driveways/Patios	High
Consultant	Professional
Countertops	Low
Couriers	Low
Curbs & Gutters (Install or Replace)	High

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

<b>RISK FACTOR LEVELS</b>	
<b>Trade/Subcontractor/Service</b>	<b>Risk Level</b>
Debris removal/dumpsters	High
Deck Coating	High
Decks (wood or composite) – provide or install	High
Delivery Services – no crane/hoist	Low
Delivery Services – with crane/hoist	High
Demolition Contractors	High
Demolition Contractors (if explosives are used)	High
** Demolition Contractors (for hazardous mat removal)	High
Dirt Haul	High
** Dirt Haul (for hazardous mat removal)	High
Docks	High
Doors, General – provide and install	High
Doors, Closet	Low
Doors, French	High
Doors, Sliding Glass	High
Drain tile – install	High
Drywall/Metal Framing/Finishing	High
Dual Waste/Backwater Valves	High
Earthwork – mass and trucking	High
Electrical	High
Electrical Fixtures	Low
Elevators – installation and maintenance	High
Engineers – Civil, Structural, Acoustical, Mechanical	Professional
Engineers – Environmental	Professional
Environmental Impact Review	Professional
** Environmental Remediation Contractor	High
Entry Features – monumentation, etc.	Low
Erosion Control	Low
Excavation/Trenching	High
Exercise Equipment – provide and install	High
Exterminator	High
Fences/trellis/gazebo (Wood, Wrought Iron, etc.)	Low
Fire Alarm/monitoring – provide and install	High
Fire Extinguishing and Sprinkler Systems	High
Fireplace (Installer or Manufacturer)	High
Fireplace Faces/surround – provide and install	Low
Fiscal Impact Study	Professional
Flags – Marketing	Low
Flashing/Sheet Metal/Coping - install	High
Floor Coverings – Hardwood, Vinyl, Tile, Carpet	Low



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

<b>RISK FACTOR LEVELS</b>	
<b>Trade/Subcontractor/Service</b>	<b>Risk Level</b>
Foundation Repairs	High
Furniture Mover	Low
Garage Floor Covering/Painting	Low
Garage/Overhead Doors and Openers	High
Gas logs, grills, BBQ's – provide and install	High
Gas piping	High
Gates	Low
General Contractor	High
General Contractor (with design responsibilities)	High/Professional
** General Contractor (with environmental work)	High
Generator Rental	High
Glass – provide and install (store fronts)	High
Glass Block, glass, mirror – provide and install (homes)	Low
Glass Repair	Low
Grading/Finish	High
Grading/Rough or Clearing	High
Gutters – provide and install	High
Handrails	High
Hardware	Low
Heating & Air Conditioning (HVAC)	High
Heavy Equipment/Earth Moving	High
Hot Mop	High
House Water Service Box	Low
Inspector (hired by Lennar) – Forensics, QA, etc	Professional
Insulation (Supply or Install)	High
Interior Designer	Professional
Interior Decorator (non-professional)	Low
Iron/Wrought (Interior or Exterior)	Low
Irrigation Systems/Landscaping sprinklers	High
Janitorial Service	Low
Lake Treatment	High
Land Planner	Professional
Landscape Architect	Professional
Landscape Maintenance/Lawn Service	Low
Landscape, Common Area	High
Landscaping - Install & Tree Trimming	Low
Lime Stabilization	High
Lintels	Low
Locksmiths	Low
Lumber Supplier	High

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

<b>RISK FACTOR LEVELS</b>	
<b>Trade/Subcontractor/Service</b>	<b>Risk Level</b>
Mailbox Installation (Attached to Home)	Low
Mailbox Installation (Not Attached)	Low
Mantels/Wood	Low
Masonry – structural/retaining walls	High
Masonry – façade only	High
Millwork & Millwork Suppliers	Low
** Mirrors	Low
Mold Remediation Contractor	High
Moving Company	Low
Office Supplies, Delivery	Low
Office trailer relocation	High
Painting	High
Parking Lot Stripes/Bumpers	Low
Paving, Parking Lots	High
Paving, Asphalt Roads/Driveways	High
Pest Control - Termite & Soil Treatment	High
Photography	Low
Pilings/Caissons – provide and install	High
Playground equipment – provide and install	High
Plumbing	High
Pool Installation	High
Pool screen – provide and install	High
Pool/Spa Maintenance	Low
Porcelain/Fiberglass repairs	Low
Portable toilets	Low
Poured Floors	High
Power Washing	High
Precast concrete – fabricate and place	High
Property Managers	Professional
Protective barriers – provide and install	High
Repairs, General	Low
Roof & Floor Truss Manufacturers	High
Roofing	High
Sandblasting	High
Safety Rail Manufacturer	High
Scaffolding – provide and install	High
Screen Enclosures	Low
Security Guards	High
Security Systems	High
Sewer/water mains/laterals - Installation and Connection	High

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

<b>RISK FACTOR LEVELS</b>	
<b>Trade/Subcontractor/Service</b>	<b>Risk Level</b>
Sewer cleaning/sewer camera verification	High
Sheet Metal	High
Shelving	Low
Shingle Supplier	High
Shower/Tub Pans & Enclosures	High
Shutters, Exterior	High
Siding – provide and install	High
Signs – exterior, halls, corridors, streets – provide and install	High
Silt Fence – provide and install	High
Site Lighting, Street Lamps/Parking Lot Lights	High
Site Preparation	Low
Skylight Installation	High
Snow plowing/street sweeping	High
Soffits/fascia	High
Soil and material testing	Professional
Soil Treatment	High
Splash blocks – delivery only	Low
Stairs & Railings	High
Storage lockers – provide and install	Low
Street lighting – provide and install	High
Street Sweeping	High
Structural Steel – fabricate and install	High
Stucco/Plastering	High
Supplier – No Installation	High
Surveyors	Professional
Telephone Repair & Installation	Low
Temporary heaters/propane (highly discouraged)	High
Temporary Labor	High
Tot-Lot – provide and install	High
Tree removal	High
Trash Chute – provide and install	High
Trash Hauling	Low
** Trash Hauling – Hazardous Material	High
Trenching	High
Tuckpointing	High
TV/telephone/intercom – provide and install	High
Upholsterers	Low
Utility/Underground Installations	High
Vacuum Systems	High
Water softener – provide and install	High

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

<b>RISK FACTOR LEVELS</b>	
<b>Trade/Subcontractor/Service</b>	<b>Risk Level</b>
Wall Covering	High
Walls, Sound	Low
Walls, Block (non-structural/non-retaining)	Low
Walls, Block (structural/retaining)	High
Walls, Retaining	High
Water and Power, Temporary	Low
Water softener – provide and install	High
Water Truck (Dust Control) - Offsite	Low
Waterproofing and Caulking	High
Weather-stripping	Low
Welding	High
Well drilling	High
Well Membrane – Venting	High
Window Coverings	High
Windows, Skylights	High
Window Installation	High

Note: Certain subcontractors may not appear on this list. If so, contact Risk Management for Owner for the correct classification.

Subcontractors with an Explosion, Collapse or Underground Liability exposure must indicate on the Certificate that coverage is extended for these perils.

\*\* Requires Pollution Insurance Addendum or the Mold Remediation Addendum, as appropriate.

**SECTION 00810  
EXISTING CONDITIONS**

1. SUMMARY

This Section discusses the available documentation for existing conditions at or near the Project, and the use of the available information. Bidder should review the available documentation showing existing conditions information, in addition to conducting its own site visits and exploration of the work area, and draw its own conclusions. The available documentation are supplemental to the Contract Documents.

2. REPORTS AND INFORMATION ON EXISTING CONDITIONS

Owner and/or its consultants may have collected documents providing a general description of the Project Site and conditions of the Work. These documents may include as-built drawings, utility drawings, testing and observation reports, and information regarding the physical and environmental conditions of existing improvements within the Project.

- A) These documents showing existing conditions may be inspected at Owner's offices, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies.
- B) Any information and data shown or indicated in the documents and other data referenced or made available to the Contractor with respect to existing houses, structures and appurtenances on, at or contiguous to the site is based on information and data furnished to the Owner by consultants or builders of such facilities or others. The Owner does not assume responsibility for the completeness or accuracy of this information, and Bidder is solely responsible for any interpretation or conclusions drawn from this information. The Owner will be responsible only for the general accuracy of information regarding the location of structures, quantities specified for removal that were apparent, at the time and date when these reports were conducted, and only where Bidder has conducted the independent investigation required of it under Section 00100 - Instructions to Bidder, and discrepancies were not apparent.
- C) One of the documents, showing existing conditions is as follows:
  - 1) ENGEO Incorporated; Geotechnical Exploration Report, Parcel A Hunters Point, October, 2004, provided upon request to Owner.
  - 2) Naturally-occurring asbestos containing rock is present at the Project Site.

3. USE OF INFORMATION OF EXISTING CONDITIONS

- A. Except as otherwise provided in the Contract, documents and information regarding existing conditions was obtained for use of the Owner and its consultants, for planning and design and are **not** part of the Contract Documents.
- B. The information and documents were developed consistent with current professional standards of practice and is usable. However, the Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions except as otherwise stated herein..

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- C. Under no circumstances will Owner be deemed to warrant or represent all existing aboveground conditions, as-built conditions, or other actual conditions in the reports and documents containing existing conditions information, except as otherwise stated herein. If the Bidder would like to verify the information contained in the any of the reports or documents prior to bidding, the Bidder should perform its own independent investigation to the level of thoroughness it considers appropriate to properly develop its bid.

4. INVESTIGATIONS/SITE EXAMINATIONS

- A. Before submitting a Bid, each Bidder should be responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning existing conditions at or contiguous to the Site or otherwise, which may affect cost, progress, performance, or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- B. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidder and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

5. EXISTING SWPPP

- A. The Contractor shall comply with those erosion control measures installed during previous construction phases, as well as any additional erosion control measures applicable to the Project Site. A copy of those plans will be made available upon request. Bidder is encouraged to perform a site visit prior to submission of Proposal to assess the extent of the erosion control measures installed during the grading phase.
- B. The Contractor shall be responsible for returning the site outside of the newly paved areas to the exact condition as it existed at the time of commencement of the Work including, but not limited to, site grades, soil properties and compaction, hydro seeding and/or bonded fiber matrix, and any other erosion control measures.

6. EXISTING GRADES

At the commencement of the Work, Project Site grades will be as shown on the Project Drawings.

**END OF SECTION**

**SECTION 00811  
UNFORESEEN OR DIFFERING CONDITIONS**

**1.1 SUMMARY**

- A. This Section includes special requirements to cover unforeseen or differing conditions, which may arise during the performance of the Work.

**1.2 NOTICE OF DIFFERING CONDITIONS**

- A. “Differing Conditions” are defined as (1) hazardous material on the Project Site that was not indicated to exist in the Contract Documents, reports or information provided to Contractor prior to the effective date of the Contract; (2) subsurface or latent physical conditions at the Project Site or any structure that differ materially from the Contract Documents, reports, or information provided to Contractor prior to the effective date of the Contract; (3) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character and location of the Project.

Differing Conditions do not include: (1) conditions indicated in or reasonably inferable from the Contract Documents; (2) all visible conditions; (3) conditions indicated in or reasonably inferable from any documents provided to Contractor or made available to Contractor; and (4) conditions that should have been reasonably discovered by Contractor had Contractor strictly complied with its investigation, testing, review and preconstruction services obligations under the Contract.

- B. If Contractor encounters Differing Conditions, Contractor shall give immediate written notice to Owner and shall not disturb such conditions.

**1.3 REVIEW AND POSSIBLE ADJUSTMENT OF CONTRACT**

- A. The Owner will, or will require the appropriate Consultant to, promptly investigate the conditions and either Owner or Consultant shall issue a written report of findings to Contractor.
- B. Contractor shall be responsible for the safety and protection of the affected area for the duration of Owner’s and/or its Consultant’s investigation of the possible Differing Conditions.
- C. To the extent permitted by the Contract, the Contract Price and/or Contract Time may be increased as a result of a Differing Condition.

**END OF SECTION**





**SECTION 00812**  
**BIDDER'S SITE VISIT**

1.1 SUMMARY

- A. This Section specifies the site visit requirements for Bidder and the procedures required to visit the Project site.

1.2 PROJECT SITE ACCESS FOR THE WORK

- A. The Work is expected to begin in January 2015

1.3 PRE-BID CONFERENCE AND SITE VISIT

- A. A non-mandatory pre-bid conference and site visit will be held on **December 19th** at 10 a.m. at the Project Site. Each Bidder is required to visit, inspect and evaluate the Project Site prior to the Proposal Due Date to establish the conditions of the Project Site. Failure to visit, inspect and evaluate the Project Site prior to the Proposal Due Date as evidenced by an executed Site Visit Certification may result in Owner rejecting the Proposal as non-responsive.

1.4 SITE VISIT CERTIFICATION

- A. Bidder shall submit to Owner as part of its Proposal a signed copy of the Site Visit Certificate, which certifies that Bidder has visited, inspected and evaluated the Project Site in sufficient depth to provide a reasonable and complete Proposal.

1.5 OBTAINING PRE-BID SITE ACCESS

- A. Individual site visits can be arranged on an appointment basis. To receive Site Access, Bidder shall contact Ms. Karen Bey at (415) 955-1770 ext. 328, to schedule an appointment. Bidder's name will be forward to the gate guard at the entrance to the Hunters Point Shipyard. Bidder shall check-in with the Project Site Trailers prior to entering the Project Site.
- B. Upon completing a visit to the Project Site, Bidder shall check-out at the Project Site Trailers.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SITE VISIT CERTIFICATION**

I certify under penalty of perjury under the laws of the State of California that \_\_\_\_\_  
\_\_\_\_\_ (“Bidder’s Representative”) visited the Project Site on  
\_\_\_\_\_ and became fully acquainted with the conditions relating to the Work and the  
Project Site. Bidder fully understands the relevant facilities, difficulties, conditions and restrictions  
attending the performance of the Work.

Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

**END OF SECTION**



**SECTION 00813A  
NOISE CONTROL COMPLIANCE**

The following sections of the City and County of San Francisco's Police Code (the "Police Code") may be relevant to this performance of the work:

Police Code Section 2907(b) - It shall be unlawful for any person to operate any powered construction equipment, regardless of age or date of acquisition, if such equipment emits noise at a level in excess of 80 dBA when measured at a distance of one hundred feet from such equipment, or equivalent sound level at some other convenient distance;

Police Code Section 2907(c) - Requirements of Section 2907(b) need not be applied to impact tools and equipment, provided that such impact tools and equipment shall have intake and exhaust mufflers recommended by the manufacturers thereof and approved by the Director of Public Works as best accomplishing maximum noise attenuation, and that pavement breakers and jackhammers shall also be equipped with acoustically attenuating shields or shrouds recommended by the manufacturers thereof and approved by the Director of Public Works as best accomplishing maximum noise attenuation. In the absence of manufacturer's recommendation, the Director of Public Works may prescribe such means of accomplishing maximum noise attenuation as he deems to be in the public interest.

Police Code Section 2901.12 - Powered construction equipment includes any tools, machinery, or equipment used in connection with construction operations which can be driven by energy in any form other than manpower, including all types of motor vehicles when used in the construction process on any construction site, regardless of whether such construction site be located on-highway or off-highway, and further including all helicopters or other aircraft when used in the construction process except as may be pre-empted for regulation by State or Federal law.

Police Code Section 2908 - It shall be unlawful for any person, including employees and agents of the City and County of San Francisco, between the hours of 8:00 p.m. any day and 7:00 a.m. of the following day to erect, construct, demolish, excavate, alter or repair any building or structure, if the noise level created thereby is in excess of the ambient background noise level by 5 dBA at the nearest property line, unless a special permit therefore has been applied for and granted by the Director of Public Works. In granting such special permit the Director of Public Works shall consider if construction noise in the vicinity of the proposed work site would be less objectionable at night than during daytime because of different population levels or different neighboring activities, if obstruction and interferences with traffic particularly on streets of major importance, would be less objectionable at night than during daytime, if the kind of work to be performed emits noises at such a low level as to not cause significant disturbance in the vicinity of the work site, if the neighborhood of the proposed work site is primarily residential in character wherein sleep could be disturbed, if great economic hardship would occur if the work were spread over a longer time, if the work will abate or prevent hazard to life or property, if the proposed night work is in the general public interest; and he shall prescribe such conditions, working times, types of construction equipment to be used, and permissible noise emissions, as he deems to be required in the public interest.

Bidder, prior to submitting its Proposal, and the Contractor, prior to performing the Work, should review the latest version of this Police Code, which is available through the website of this City and County of San Francisco ([www.sfgov.org](http://www.sfgov.org)).

**END OF SECTION**



**SECTION 00813B  
INDUSTRIAL WASTE COMPLIANCE**

(Chapter X of Part II of the San Francisco Municipal Code (Public Works Code) Article 4.1)

**SEC. 123. LIMITATIONS AND PROHIBITIONS**

(a) Any grab sample of the discharger's wastewater shall not at any time exceed any of the following numerical limitations:

**POLLUTANT PARAMETER LIMITS**

- (1) pH 6.0 min; 9.5 max
- (2) Dissolved sulfides 0.5 mg/l
- (3) Temperature (except where higher temperatures are required by law) 125° F (52° C)
- (4) Hydrocarbon oil and grease 100 mg/l

(b) Any composite sample representative of the total discharge of the wastewater discharge generated over a production week shall not exceed the following numerical limitation:

**POLLUTANT PARAMETER LIMIT**

Total recoverable oil and grease 300 mg/l

Representative composite total recoverable oil and grease samples shall be composited by grab sampling, as required in federal regulations at 40 CFR Part 403 (1990), which are incorporated by reference in this Article.

(c) In addition to the provisions of this Article, all dischargers must comply with all requirements set forth in federal Categorical Pretreatment Standards and other applicable federal regulatory standards, applicable State orders and water quality control regulations, sewage discharge permits and orders issued to the City by federal and State agencies, federal and State pretreatment program approval conditions, local discharge limitations and regulations promulgated by the General Manager and the City, and any other applicable requirement regulating the discharge of wastewater into the sewerage system. The General Manager is authorized to develop and enforce such local limitations as he or she deems necessary for the City's compliance with State and federal laws and requirements and the enforcement of this Article.

(d) Discharge of wastewater containing radioactive materials is permitted only if the following conditions are satisfied:

- (1) The discharger obtains a permit from the General Manager for the discharge of radioactive materials;
- (2) The discharger is authorized to use radioactive materials by the Nuclear Regulatory Commission or other governmental agency empowered to regulate the use of radioactive materials; and

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

(3) The radioactive material is discharged in strict conformity with all Nuclear Regulatory Commission or other governmental agency requirements.

(e) No person shall discharge, deposit, throw, cause, allow or permit to be discharged, deposited or thrown into the City's sewerage system any substance of any kind whatever, including oxygen-demanding pollutants, that may or will in any manner cause interference or pass-through, obstruct or damage the sewerage system, cause a nuisance, interfere with the proper operation, repair or maintenance of the sewerage system, interfere with the proper operation, repair or maintenance of a reclaimed water production or distribution facility, create difficulty for any workers to repair or maintain any part of the sewerage system, or directly or indirectly cause a violation of the City's Federal or State sewage discharge permits or any other requirement applicable to the City. Such substances include, but are not limited to the following:

(1) Ashes, cinders, sand, gravel, dirt, bark, leaves, grass cuttings and straw, metals, glass, ceramics and plastics, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or that will not be carried freely under the flow conditions normally prevailing in the City's sewerage system;

(2) Any flammable or explosive substances;

(3) Garbage, excepting properly ground garbage discharged in accordance with this Article, from dwellings and restaurants or other establishments engaged in the preparation of foods and beverages;

(4) Any toxic, hazardous, noxious or malodorous substance that either singly or by interaction with other wastes may or will prevent maintenance of the sewerage system or create a nuisance or hazard to the safety of the public or City employees;

(5) Any bioaccumulative toxic substance that exceeds the soluble threshold limit concentration (STLC);

(6) Any wastewater, in temperature or quantity, which will cause the temperature of influent to exceed 104° Fahrenheit (40° Celsius) at the point of introduction to any City wastewater treatment plant;

(7) Any liquids, solids or gases or any discharge that may cause damage or harm to any reclaimed water facility, or that may limit or prevent any use of reclaimed water authorized by Title 22 of the California Code of Regulations.

(f) No person shall discharge without a permit any pollutants, except stormwater, directly or indirectly into a manhole, catch basin, or other opening in the sewerage system other than an approved side sewer.

(g) No discharger shall increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the requirements of this Article.

(h) No person shall discharge groundwater or water from sumps or dewatering facilities into the sewerage system without a permit. An application for a permit pursuant to this subsection shall be submitted to the General Manager no later than 45 days prior to the proposed commencement of the discharge. Each permit for groundwater discharge shall contain appropriate discharge standards and any other appropriate requirements that must be achieved before discharge into the sewerage system may commence. Such discharges shall be subject to payment of sewer service charges in accordance with the provisions of applicable City laws. The General Manager may require the discharger to install and maintain meters at the discharger's expense to measure the volume of the discharge.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

(i) No person shall discharge wastewater associated with groundwater cleanup or remediation plans without first obtaining a permit. An application for a permit pursuant to this subsection shall be submitted to the General Manager no later than 45 days prior to the proposed commencement of the discharge. A permit may be issued only if an effective pretreatment system on the process stream is maintained and operated. Each permit for such discharge shall contain appropriate discharge standards based on this Article and reports or data provided by the discharger, as well as any other appropriate requirements that must be achieved at the time the discharge commences. Such discharges shall be subject to payment of sewer service charges in accordance with the provisions of applicable City laws. The General Manager may require the discharger to install and maintain meters at the discharger's expense to measure the volume of the discharge. The General Manager may require that such dischargers shall indemnify and hold harmless the City from any and all costs, claims, damages, fines, remediation costs, losses and other expenses arising from the discharge into the sewerage system.

(j) The discharge of wastewater associated with asbestos abatement operations is authorized without a permit, provided that the wastewater has been pretreated through a system that provides for removal of waterborne asbestos. (Added by Ord. 19-92, App. 1/23/92; amended by Ord. 116-97, App. 3/28/97)

NOTE : Additional pollutant limitations are specified in Department of Public Works Order No. 158170.

**END OF SECTION**



**SECTION 00813C**  
**INDUSTRIAL WASTE DISCHARGE COMPLIANCE**  
**DPW ORDER NO. 15170**

SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS ORDER NO. 158170  
(Specifies Additional Pollutant Limitations)

- A. This order is being adopted in compliance with the requirements of the Federal Clean Water Act, as amended, and attendant Environmental Protection Agency regulations. Industrial waste discharge limits on wastewater discharges into the City's sewerage system have been proposed for adoption pursuant on this Order.
- B. Pursuant to Chapter X (Public Works Code) of Part II of the San Francisco Municipal Code, Article 4.1, the Director of Public Works hereby adopts the following provisions:
1. The characteristics of any 24 hour composite sample representative of a wastewater discharge generated over that period of time shall not exceed the following concentration-based numerical limits:

Pollutant/Pollutant Parameter    Limit (mg/l)

Arsenic (As) (as Total)	4.0
Cadmium (Cd) (as Total)	0.5
Chromium (Cr) (as Total)	5.0
Copper (Cu) (as Total)	4.0
Lead (Pb) (as Total)	1.5
Mercury (Hg) (as Total)	0.05
Nickel (Ni) (as Total)	2.0
Silver (Ag) (as Total)	0.6
Zinc (Zn) (as Total)	7.0
Phenol	23.0
Cyanide (CN) (as Total)	1.0

2. These numerical limits shall apply at the point of wastewater discharge into the sewerage system of the City and County of San Francisco with the proviso that no discharger shall increase the use of process water or, in any other way attempt to dilute a discharge as a partial or complete substitute for adequate wastewater management to achieve compliance with the requirements of this Order.
3. On an individual discharger basis, the Director of Public Works may consider inclusion of local limits greater than those specified in this Order provided that the two following conditions are met:
  - a. The discharger's inability to meet concentration-based limits specified in this Order is caused solely by implementation of a significant water reclamation or water reuse program at the discharger facility, and
  - b. The amended concentration-based limit does not result in an increase in the mass emission of that pollutant from the discharger facility.
4. In addition to any other provision of this Order, all dischargers must comply with all the requirements of Chapter X (Public Works Code) of Part II of the San Francisco Municipal Code, Article 4.1 (Industrial Waste Ordinance #19-92).

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

5. All of the pollutants/pollutant parameters specified above are defined in the Federal regulations at 40 CFR Part 136 (1991).
6. This Order rescinds City and County of San Francisco Department of Public Works Order No. 104,407, adopted March 3, 1976.
7. The provisions of this Order are effective immediately.
8. Any and all pollutants that exceed the parameters specified above shall be regarded as hazardous waste or toxic substances, and shall be disposed of by the Contractor in accordance with the laws which govern said substances.

**END OF SECTION**

**SECTION 00815  
HAZARDOUS MATERIALS CERTIFICATION**

The following certification will be included in the Contract.

PROJECT/CONTRACT NO.: \_\_\_\_\_ between HPS Development Co., LP (Owner)  
and

\_\_\_\_\_ (Contractor or Bidder)

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials (ACM), polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Owner's determination. Contractor shall pay the costs of any such tests if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense and at no additional cost to the Owner.
6. Contractor has read and understood the document Section 01500 – Environmental Compliance, and shall comply with all the provisions outlined therein.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

I certify under penalty of perjury under the laws of the State of California that I will comply with all hazardous material procedures and requirements of this section.

**Date:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name of Signer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**END OF SECTION**

**SECTION 00820**  
**HEALTH AND SAFETY PLAN**

1.1 SUMMARY

- A. Contractor shall be solely and fully responsible for compliance with laws, rules, and regulations applicable to the health and safety of persons during the performance of the Work.
- B. Many of the materials and items of equipment used to construct the improvements and facilities at the Project Site contain materials known to the State of California to be hazardous, carcinogenic or reproductive toxins.

1.2 HEALTH AND SAFETY PLAN

- A. The Contractor shall develop and submit for review a comprehensive Health and Safety Plan, which covers all aspects of construction safety and potential health impacts of working on the Hillpoint Regional Park and Coleman Bluff Path Project, Hunters Point Shipyard Parcel A' located at the former Hunters Point Naval Shipyard in San Francisco, California.
- B. The Contractor shall comply with all applicable requirements of Federal OSHA, CAL/OSHA, the California Labor Code, and the Contract Documents for a site-specific Health and Safety Plan.
- C. The Health and Safety Plan shall be certified by Contractor's competent Hazardous Materials Supervisor (Reference Section 01041 – Contractor's Project Management Team), who shall implement and enforce said Health and Safety Plan for the duration of this contract.
- D. No Work at the Site shall begin until the Health and Safety Plan is prepared and certified by Contractor's Hazardous Materials Supervisor, and reviewed and approved by the Owner.
- E. All Work at the Site shall be conducted in compliance with the Health and Safety Plan as well as all applicable laws and regulations, including those stated herein

1.3 REGULATORY REQUIREMENTS

- A. Lead Hazards: OSHA's recently adopted Lead in Construction Standard (29 C.F.R. part 1926.62 and title 8 CCR section 1532.1) requires certain actions on the part of an employer when there is any possibility that an employee could be exposed to lead as a result of his or her activities.
  - 1. The level of engineering control and medical monitoring which may be required shall be based on the governing regulations of CAL/OSHA, which are effective for the Project duration for the level, and extent of lead exposure at the Site.
  - 2. Provide competent supervision by a designated hazardous materials supervisor who shall identify potential lead hazards at the Site and oversee implementation of appropriate protective measures to comply with all Cal/OSHA requirements applicable for lead-based paints.
  - 3. Submit an Emergency Response Plan of medical facilities in the surrounding area.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Trench Safety: Comply with all requirements of Federal OSHA, CAL/OSHA, the California Labor Code, and the Contract Documents.
- C. Confined Space Entry: Provide all equipment and assistance to make confined space entry by Contractor's employees, the Owner's Representative, and the Owner's consultants in accordance with Title 8 CCR, General Industrial Safety Orders, "Confined Spaces."

1.4 HAZARDOUS MATERIALS

Contractor shall:

- A. Ensure that all Contractor's Project personnel, including all Subcontractor and other lower tier subcontractor's ' personnel, receive appropriate and required awareness training and orientation that will prevent inadvertent or unauthorized disturbance of Hazardous Materials, as defined in the Contract, that are present at the Site.
- B. Comply with the applicable requirements of California Code of Regulations, Title 8, section 1532.1, Lead in Construction.
- C. Take necessary precautions and monitor all Subcontractor and other lower tier subcontractors to prevent the release of lead in the form of dust, fumes or mists from lead-containing building materials into the air or onto surrounding environments.
- D. Inform all workers, supervisory personnel and authorized visitors on the Site of the potential hazards of lead and of necessary precautions and housekeeping procedures to reduce the potential for exposure in areas where lead is known to be present.

**END OF SECTION**



**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 PROJECT BACKGROUND**

The Hunters Point Shipyard Redevelopment Project is a major redevelopment project converting a portion of the former Naval Shipyard to private residential use. Owner is the Master Developer. The San Francisco Office of Community Investment and Infrastructure owns and controls portions of the Hunters Point Shipyard Redevelopment Project.

This Project includes the construction of parks and open space specifically, Hillpoint Regional Park and Coleman Bluff Path within Parcel A' of the Hunters Point Shipyard. The Scope of Work includes, but is not limited to: mobilization/demobilization, temporary site fencing, temporary tree protection, surveying, dust control, erosion control, earthwork, storm drainage, sanitary sewer (minor), low pressure water (minor), park lighting/electrical, various hardscaping, irrigation, landscaping, various concrete structures and site furnishings in Parcel A' of the Hunters Point Shipyard, San Francisco, California.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work under this Contract generally consists of parks and open space construction as indicated in the Contract Documents. The Work will include, but is not limited to: mobilization/demobilization, temporary site fencing, temporary tree protection, surveying, dust control, erosion control, earthwork, storm drainage, sanitary sewer (minor), low pressure water (minor), park lighting/electrical, various hardscaping, irrigation, landscaping, various concrete structures and site furnishings, as described in the Project Documents. The following parks and open space will be constructed under this Contract:
  - 1. **Hillpoint Regional Park**
  - 2. **Coleman Bluff Path**
- B. General Conditions
  - 1. Hazardous materials management, control, and abatement as required to perform all work in full compliance with all federal, state and city regulations, and to ensure safe and proper working conditions for all workers on this Project site as specified in Sections 00813A-C, 00815, 00820, and 01500.
  - 2. Provide security for project site.
  - 3. Provide, install and maintain temporary site fencing and gates for the project.
  - 4. Repair and maintain existing temporary site fencing
  - 5. Obtain required building permits not obtained by the Owner. Actual building permit fees will be reimbursed by the Owner.
  - 6. Provide Contractor project management and all associated temporary facilities.
- C. Construction Survey:
  - 1. Provide all surveying necessary to construct the Parks Projects.
  - 2. Owner shall be provided with survey "cut sheets" as required.
  - 3. Owner shall be provided a stamped survey upon completion of work to verify grades.
- D. Dust Control

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

1. Furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved as specified in Sections 01500E, Dust Control Plan, 01500H, Asbestos Dust Management Plan, Section 02200, Earthwork, and other associated specification sections.
2. Provide for Track-out Prevention Measures including some combination of the following: street sweeping along haul routes, wheel wash down areas, rumble strips, gravel exit strips and vehicle inspections.
3. Additional Track-out Prevention Measures including some combination of the following: street sweeping along haul routes, wheel wash down areas, rumble strips, gravel exit strips and vehicle inspections.
4. Provide management of active stockpiles by means of temporary cover, adequately watering with water or application of a chemical dust control agent.
5. Provide management of inactive surface areas and storage piles by means of watering, covering, installation of wind barriers and stabilization with a chemical dust control agent.
6. Additional mitigation measures to include watering of unpaved road sections and designated haul routes, sweeping of adjacent roads, chemical stabilizations of unpaved roads, graveling of unpaved roads, minimization of vehicle trips, personal vehicles parked on paved surfaces, schedule expedition of installation of permanent cap over NOA containing soil, washing of paved public roads, use of misting systems.
7. Apply of water to control moisture control of material being moved, minimizing drop heights of soil, periodic watering of haul routes, clean-up of dropped soil while loading trucks, mechanical sweeping, pre-wetting of areas to be cleared and grubbed, stabilization disturbed areas, and halting of work during strong winds.

### E. Erosion Control

1. Furnishing all labor, materials, tools, equipment, and incidentals and for performing all erosion control work involved as specified in specified in Section 01500D, Storm Water Pollution Prevention Plan, Section 01500E, Dust Control Plan, Section 02200, Earthwork, and other associated specification sections. Erosion Control Work.
2. Provide dust mitigation measures for paved roads by means of maintenance of existing facilities, control of traffic on paved surfaces, erosion control measures per the SWPPP, and sweeping.
3. Provide and install all erosion control measures/BMPs shown on the Erosion Control Plans.

### F. Earthwork

1. The contract lump sum price paid for earthwork includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved as specified in Sections 02200, Earthwork, Geotechnical Report, and other associated specification sections. Work to include but not limited to, clear and grub, subgrade preparation, cut to fill grading/compaction, moisture conditioning of soil, import of required suitable fill material, offhaul of excess soil and finish grading.

### G. Storm Drainage Work:

1. Furnish and install all trench excavation, excavation, shoring, bracing, backfilling, pavement patching and necessary related and incidental work in support of all storm drainage items.
2. Furnish and install all pipe (solid and perforated), manholes, catch basin, junction

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- boxes, area drains, cleanouts, trench drains, concrete drainage headwalls, concrete flow spreader, rip rap splash blocks, check dams, etc.
- 3. Provide hookup to designated SD points of connection (POC).
- H. Sanitary Sewer Work:
  - 1. Furnish and install all trench excavation, excavation, shoring, bracing, backfilling, pavement patching and necessary related and incidental work in support of all sanitary sewer items.
  - 2. Furnish and install all SS pipe, manholes, cleanouts, etc.
  - 3. Provide hookup to designated SS points of connection (POC).
- I. Low Pressure Water Work:
  - 1. Furnish and install all trench excavation, excavation, shoring, bracing, backfilling, pavement patching and necessary related and incidental work in support of all low pressure water items.
  - 2. Furnish and install all domestic water pipe, valves, valve boxes, backflow preventers including foundation, cage, and freeze protection blanket, etc.
  - 3. Provide hookup to designated low pressure water points of connection (POC).
- J. Various Hardscaping:
  - 1. Furnish and install all hardscaping including grading, compaction, Class 2 aggregate base, concrete, cobbles, Class 2 permeable base, sand bedding, vehicular planting cell, geotextiles, reinforcing steel, dowels, expansion joints, sawcutting, sandblasting, color additives, metal headers, concrete additives, concrete cure, etc.
- K. Various Concrete Structures/ Walls:
  - 1. Furnish and install all various concrete structures and walls including grading, compaction, backfill, formwork, reinforcing steel, concrete, footing, walls, decks, dowels, expansion joints, waterstops, concrete additives, concrete curing, sandblasting, color additives, blockouts for utilities, railings, drainage, placement of concrete with pumps, etc.
- L. Park Lighting/Electrical Work:
  - 1. Furnish and install all trench excavation, excavation, shoring, bracing, backfilling, pavement patching and necessary related and incidental work in support of all park lighting and electrical items.
  - 2. Furnish and install all conduits, conductor, junction boxes, foundations, light poles, lighting fixtures, GFI receptacles, recessed lights, light bollards, electric meter pedestals, breakers, points of connection, etc.
  - 3. Provide power hookup to designated electrical point of connection (POC).
  - 4. Provide power hookup to irrigation controller.
- M. Landscape Work:
  - 1. Furnish and install all trees, shrubs, groundcovers, hydroseeding, turf, mulch, vegetative swales including excavation and removal of existing soil for the installation of root barriers, amended topsoil, imported topsoil, and structural soil.
  - 2. Furnish and install site furnishings including but not limited to, benches, bike racks, drinking fountains, signage, barbeques, picnic tables, play structures, rubberize play surfacing, tree grates, green screens, metal guardrail, handrails, plaques, trash receptacles, precast concrete structures, associated concrete footing and hardware.
  - 3. Provide landscape maintenance services.

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

### N. Irrigation Work:

Furnish and install irrigation system as shown on the plans and specifications including but not limited to, backflow preventers with foundation, cage and freeze cover, irrigation controllers, all piping and wiring, control valves, quick couplers, boxes, spray heads, bubblers, drip irrigation components, and moisture sensors.

## 1.3 CONTRACT DRAWINGS AND STANDARD PLANS

- A. The Work shall include providing all labor, tools, equipment, materials, transportation, and services and performing all operations necessary for and properly incidental to the construction and completion of the Work as indicated on the Contract Documents.
- B. The Project Drawings indicate the location, extent, design and details of the Work required to be performed. The Project Drawings are listed in the Hillpoint Regional Park/ Coleman Bluff Hunters Point Parcel A' Project Drawings Index Sheets. When reference is made to "plans" in the Contract Documents, it shall be understood that such reference refers to the Project Drawings.
  - 1. The Project Drawings may refer to certain details of Work, which are shown on the Standard Plans of the City and County of San Francisco, Standard Specifications of the Department of Public Works, Bureau of Engineering. Contractor shall reference details that are incorporated into the Contract Documents by their reference. City Standard Specifications and Details are no longer available in print form. Go to the following link to download.  
(<http://www.sfdpw.org/index.aspx?page=294>)
  - 2. Refer to Section 01090 – References.

## 1.4 OWNER OCCUPANCY REQUIREMENTS

- A. The Contractor shall coordinate its operations with Owner and shall incorporate in its progress schedule activities for all Special Events that will require the Contractor to suspend its operation at the Work Site. The Contractor shall adjust its work schedule as required for Special Events at no cost to Owner.

## 1.5 HAZARDOUS OR CONTAMINATED SOILS

- A. The Contractor is alerted to the potential presence of hazardous waste and contaminated material in the soil within the project limits of this Contract. Refer to Section 01500 - Environmental Compliance.

## 1.6 STOCKPILING OF EXCAVATED SOILS

- A. The Contractor shall not be allowed to stockpile excavated soils within the limits of work, unless the excavated soils are approved for reuse as backfill. All excavated soils for disposal shall be removed from the site during the same day of excavation. Soil approved for reuse shall be stockpiled at an approved location by Owner, and shall be covered and maintained per required SWPPP and ADMP requirements.

## 1.7 SPECIAL INSTRUCTIONS

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- A. The Contractor shall submit a work schedule showing proposed sequence of operations, date, duration and work limit within the specified time period for each phases of work. Refer to Section 01310 - Progress Schedule, for submittal requirements.
- B. The Contractor shall **not** commence site work prior to receiving Owner's approval of the construction schedule.
- C. Work on Hillpoint Regional Park and Coleman Bluff Path shall commence immediately upon Notice to Proceed and shall be substantially complete within 120 calendar days of notice of proceed. Substantially complete shall be defined as allowing safe public access. Work items requiring lead times longer than 60 calendar days will not be required for substantial completion. Contractor shall restrict access to those areas requiring additional work to complete to provide for safe public access in other areas of Hillpoint Regional Park and Coleman Bluff Path.
- D. The Contractor is hereby notified that the Contractor shall coordinate with and allow access for all other contractors, third party utility contractors, CCSF utility crews, etc., to perform work on Public Art Installations, adjacent parcels and streets.
- E. Bidder is advised that the cut/fill quantities are approximate. The Contractor is responsible for performing their own earthwork take-off and bidding accordingly. The Bidder is further advised that the cut/fill quantities do not included shrink and swell quantities in the Engineer's proposed quantities. Bidder is advised to reference the soils report and prepare its Proposal accordingly.

1.12 CONTRACTOR'S WORKING HOURS

- A. Working hours shall be as specified in Section 00802 - Contract Time & Liquidated Damages, unless otherwise specifically directed by Owner. The Traffic Routing lane requirements specified in Section 01570 shall be used, during regular working hours and shall be strictly observed when Owner permits work to be performed outside of regular working hours.

**END OF SECTION**



**SECTION 01025  
MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Measurement and payments for the Work will be made as described herein.
- B. Separate payment, except as provided herein, shall not be made for the Work specified in the Contract Documents, and performance thereof in accordance with applicable laws, regulations, standards and permits referenced herein, and all costs in connection therewith shall be included as incidental work in the items of the Bid Schedule to which such work is appurtenant.

**1.2 SCOPE**

- A. The Lump Sum Price shall include full compensation to the Contractor for providing all tools, equipment, supplies, and manufactured articles, and for furnishing all labor, operations, bonds and insurance, overhead and profit, applicable taxes, and incidentals appurtenant to the items of the Work described, as necessary to complete the various items of the Work.
- B. The Lump Sum Price shall include all costs of compliance with the regulations of all public agencies having jurisdiction including Construction Safety Orders of CAL/OSHA and the Safety and Health Requirements of OSHA.
- C. Except as expressly stipulated in the Contract Documents, no payment shall be made for materials not yet incorporated in the Work on site.
- D. Neither the payment of any estimate nor any retained percentage shall relieve the Contractor of its obligation to make good all defective work or materials or to complete the Work for the Lump Sum Price.

**1.3 BID SCHEDULE**

- A. The Bid Schedule shall be submitted to Owner as part of each Bid.
- B. The Prices for the various items named on the Bid Schedule shall be full compensation for performing all work shown on the Project Drawings and Specifications. This is a lump sum contract.

**1.3 SCHEDULE OF VALUES**

- A. The Contractor shall submit Unit Pricing for various items of work.
  - a. Owner may use the Unit Pricing Schedule of Values to add to or deduct work from the Contract regardless of percent increase or decrease in the Work.
  - b. The Schedule of Values shall include in each unit price, labor, material, equipment and overhead and profit. Overhead and profit shall not be listed as separate items.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- c. An unbalanced Schedule of Values providing for overpayment to the Contractor for items to be performed first will not be accepted.
- d. The quantities, unit prices and line item values in the Schedule of Values will be used for progress payment purposes only and will not be deemed to modify the Lump Sum Price for the Work.

1.4 PAYMENT PROCEDURES

- A. Progress payments:
  - 1. Progress payments will be made, subject to retainage of ten percent (10%), on a monthly basis and no mid-monthly payments will be made regardless of the value of the work performed during a given period or the material incorporated during such period.
  - 2. The Contractor or its authorized representative shall signify agreement with the estimate of the quantities of the Work contained in the monthly progress payment estimate, by signing each such estimate prior to its submission.
  - 3. Owner will make the sole determination in the event agreement cannot be reached with respect to a progress payment request.

1.5 REGULATORY REQUIREMENTS

- A. No progress payments will be processed until the Contractor has submitted to Owner, one copy of its certified payroll for the period involved, including subcontractors, for all labor incorporated into the Work.
- B. No progress payments will be processed until the Contractor has submitted to Owner, a monthly progress schedule detailing the status of the Work.
- C. No progress payments will be processed until the Contractor has submitted all Daily Field Reports for the payment period.
- D. Final Payment will not be processed until the Contractor has submitted to owner As-Built drawings for the Project and final close-out invoices and conditional final mechanics lien releases from each Subcontractor.

1.6 MEASUREMENT AND PAYMENT

A. BID SCHEDULE

1. **Bid Item A - HILLPOINT REGIONAL PARK/ COLEMAN BLUFF PATH**

The contract lump sum price paid for Hillpoint Regional Park/ Coleman Bluff Path work includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work including, but not limited to mobilization/ demobilization, temporary site fencing, temporary tree protection, surveying, dust control, erosion control, clear & grub, earthwork, storm drainage, sanitary sewer, low pressure water, various hardscaping, concrete walls/ structures, site lighting/ electrical, irrigation, landscaping, site furnishings, and coordination and work items for public art and owner-provided furniture installation as described in Section 00800. Bidder shall complete the Schedule of Values including quantities and unit prices.



**2. Bid Item B – Add Alternate 1 SAWCUT AND SANDBLAST CONCRETE FINISH FOR HILLPOINT REGIONAL PARK**

The lump sum increase in price for Add Alternate 1 Sawcut and Sandblast Concrete Finish for Hillpoint Regional Park work includes additional compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing the alternate work including, but not limited to, mobilization/ demobilization, dust control, and concrete finish work. Bidder shall complete the Schedule of Values including quantity and unit price.

**3. Bid Item C – Deduct Alternate 1 OWNER-SUPPLIED PLANTS FOR HILLPOINT REGIONAL PARK**

The lump sum deduction in price for Deduct Alternate 1 Owner-Supplied Plants for Hillpoint Regional Park includes a reduction in compensation for owner supplied plants as described in the Schedule of Values. Bidder shall complete the Schedule of Values including quantity and unit price for each owner-provided plant.

**4. Bid Item D - OPTION 1 PAYMENT AND PERFORMANCE BOND**

The Bidder shall provide the cost for providing to Owner a Payment and Performance Bond for the Work. The cost for a Payment and Performance Bond shall not be included in Bid Total for Item A. Owner will determine in its sole discretion whether to initiate the Payment and Performance Bond after selection of the successful Bidder.

**5. Bid Item E - OPTION 2 COMMERCIAL GENERAL LIABILITY INSURANCE**

The Bidder shall provide the cost for providing to Owner a Commercial General Liability Insurance Policy as described in Section 805 for the duration of the Work. The cost for a Commercial General Liability Insurance Policy shall not be included in Bid Total for Item A. Owner will determine in its sole discretion whether to initiate a separate Commercial General Liability Insurance Policy after selection of the successful Bidder.

**6. Bid Item F - OPTION 3 CONTRACTOR'S POLLUTION LIABILITY INSURANCE**

The Bidder shall provide the cost for providing to Owner a Contractor's Pollution Liability Insurance Policy as described in Section 805 for the duration of the Work. The cost for a Contractor's Pollution Liability Insurance Policy shall not be included in Bid Total for Item A. Owner will determine in its sole discretion whether to initiate a separate Contractor's Pollution Liability Insurance Policy after selection of the successful Bidder.

**END OF SECTION**



**SECTION 01035  
MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes: General procedural requirements for changes, modifications, and extras.
- B. Related Sections:
  - 1. Section 01025 – Measurement and Payment
  - 2. Section 01040 - Coordination
  - 3. Section 01300 - Submittals
  - 4. Section 01720 - Project Record Drawings

**1.2 MINOR CHANGES**

- A. Clarifications: Owner will advise of minor changes in the Work not involving an adjustment to that Contract Sum or that Contract by issuing such written interpretations of the Contract Documents as Owner may deem necessary..
  - 1. Refer to Section 01040 - Coordination for procedures for requesting information or clarifications on Contract Documents.
  - 2. Pursuant to Section 00811 only a properly executed change order shall be binding on Owner.
- B. Notification: If that the Contractor believes that a written interpretation justifies an adjustment in the Contract Sum or Contract Time, the Contractor shall submit to Owner a Proposed Change Order (“PCO”) within at least seven (7) calendar days from the date of written interpretation. Contractor shall not begin such Work prior to submission of a PCO, unless Owner agrees in writing.

**1.3 DOCUMENTATION FOR ALL MODIFICATIONS**

- A. Each PCO must contain sufficient information to allow for evaluation of the PCO, including the following:
  - 1. Quantities and type of products.
  - 2. Labor breakdown by trade classification, wage rates, and estimated hours.
  - 3. Equipment breakdown by type, size, rental rates, and equipment hours.
  - 4. Taxes, insurance and bonds.
  - 5. Mark-ups, including overhead and profit.
    - Contractor’s and subcontractor’s mark-ups are limited to the following percentages:
    - Contractor’s/Subcontractor’s Mark-up on direct labor 15%
    - Contractor’s/Subcontractor’s Mark-up on direct material 15%
    - Contractor’s/Subcontractor’s Mark-up on direct equipment 15%
    - Contractor’s mark-up on work performed by a subcontractor shall be a maximum of five (5) percent of the subcontractor’s total cost.
  - 6. Justification for any change in Contract Time, including a schedule analysis identifying critical progress schedule activities delayed by the PCO.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

7. Credit for deletions from Contract and work estimates of subcontractors, similarly documented.
- B. Each change request for additional costs, and for work done on a force account basis, shall contain the following additional information:
  1. Origin and date of change request.
  2. Date of authorization for extra work by Owner as per Force Account Change Order issued to the Contractor.
  3. Dates and times work was performed, and by whom.
  4. Time records and wage rates paid.
  5. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- C. Documentation, data preparation, and administration of change orders shall be considered as incidental work and no additional payment will be made there for.

1.4 CHANGE PROCEDURES

- A. Owner may issue a PCO, which includes a detailed description of a proposed change with supplementary or revised Project Drawings and Specifications, and a change in Contract Time for executing the change if necessary.
- B. Contractor shall:
  1. Prepare and submit a cost proposal estimate to Owner for approval within seven (7) calendar days of receiving a PCO, with all of the information stated in Section 1.3 A above, and any other information requested by Owner.. Contract work shall also be indicated on the same form as for the Contractor's breakdown.
  2. All requests for time extensions or claims for damages for delay caused by Owner's processing of Change Orders will be reduced by the additional time in excess of that allowed for the Contractor to submit a PCO as provided herein.
  3. Owner will review the Contractor's cost proposal estimate and, if it finds the Contractor's estimate is reasonable, will negotiate the final terms of the Change Order with the Contractor.
  4. Upon approval of PCO by Owner, Owner will issue Change Order directing the Contractor to proceed with the change in the work. Owner may direct Contractor to proceed with the change in the work before approval of the PCO.
  5. Contractor shall use equipment rates as listed in the latest California Department of Transportation (Caltrans) Labor Surcharge and Equipment Rental Rates. This applies to EQUIPMENT ONLY. Markups shall be per Section 1.3 above.
- B. The Contractor may propose a change by submitting a request for a PCO number to Owner, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on the Work schedule and operations. A Contractor's RFI submittal shall not constitute a request for change.
- C. The Contractor shall notify Owner of all anticipated delays resulting from proposed time extensions included with a change order quote.

1.5 UNILATERAL CHANGE ORDER

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

- A. When time does not allow for a Change Order to be negotiated through the PCO process, or when Owner and the Contractor are unable to agree on the cost or time required to complete the change in the Work described in a PCO, Owner may issue a signed notification letter (a “Unilateral Change Order”) instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order based on Owner’s estimate of costs, if any.
- B. The document will describe changes in the Work, and will indicate Owner’s determination of any change in Project Cost.
- C. Contractor shall promptly execute the changes in the Work in the Unilateral Change Order.
- D. If that the Contractor disagrees with Owner’s estimate of cost and time or any other conditions of a Unilateral Change Order, the Contractor shall submit a written protest at least within seven (7) calendar days of its receipt thereof, but before proceeding with the Work.
  - 1. After the written protest has been filed, the Contractor will proceed with performance of the Work and within seven (7) calendar days of completion of said disputed work, the Contractor shall submit a written notice of potential claim for the cost differential between the Contractor’s actual cost and Owner’s estimate thereof included in the Unilateral Change Order.

### 1.6 FORCE ACCOUNT WORK

- A. All Force Account work shall be documented and reported to Owner on the day that the work is performed. Owner will not pay for any Force Account work that is not so reported to Owner. The Contractor shall notify Owner before the work begins or within 60 minutes the beginning of the work.
- B. Force account charges, a definite price for which has not been agreed on in advance, shall be recorded daily upon a Daily Force Account Report Form obtained from Owner.
  - 1. The Contractor or authorized representative shall complete and sign Form.
  - 2. The Form shall provide an itemized account and supporting data and shall be countersigned by Owner.

### 1.7 EXECUTION OF CHANGE ORDERS

- A. Owner will issue Change Orders for signature of both parties.
- B. Owner will issue Unilateral Change Orders and the Contractor shall proceed with the work immediately. The Signature of the Contractor is required only to acknowledge receipt of a Unilateral Change Order.
- C. Owner shall have the right to audit all records in possession of the Contractor relating to the Work.

### 1.8 CORRELATION OF SUBCONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Promptly submit a revised progress schedule to reflect any change in Contract Time, revise the Contractor's and/or revise subcontractor's schedules to adjust all items of work affected by the change.
- C. Promptly enter changes in Project Record Documents.

1.9 CONTINUING WORK DURING DISPUTES

- A. The Contractor shall carry on and prosecute the work and maintain the progress schedule during all disputes and disagreements with Owner. Time is of the essence. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Owner and the Contractor may otherwise agree in writing.
- B. The Contractor shall notify Owner at the beginning of each day, shift, or phase before performing the disputed work. Failure to notify Owner at the beginning of each day, shift or phases will result in no verification of any work performed under dispute or disagreement. The Contractor and Owner shall agree on the manpower, equipment, and materials for documentation at the end of every day, shift or phase until resolution or completion of the disputed work.
- C. Submit verification of the manpower, equipment, and materials within 24 hours after performing any disputed work.

**END OF SECTION**

**SECTION 01040**  
**COORDINATION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section covers the coordination of the Work by the Contractor and procedures to request clarifications and interpretations of the Contract Documents.
- B. Related Sections:
  - 1. Section 01200 - Project Meetings.

**1.2 GENERAL COORDINATION**

- A. The Contractor shall be responsible for all project coordination.
- B. The Contractor shall coordinate scheduling, submittals, and performance of various sections of the Work to assure the efficient and orderly sequence of installation of interdependent construction elements.
- C. The Contractor shall coordinate and cooperate with any other contractors or subcontractors performing work on the Project. Any sequencing or other disputes will be reported to and will be resolved by Owner in its sole discretion.

**1.3 CONTRACT COORDINATION**

- A. The Contractor shall coordinate the Work and not delegate responsibility for coordination to any subcontractor.
- B. The Contractor shall anticipate the interrelationship of all subcontractors and their relationship with the Work.
- C. The Contractor shall resolve differences or disputes between subcontractors, concerning the coordination, interference, or extent of work between sections of the Work
- D. The Contractor shall coordinate the work of subcontractors so that their portions of the Work are performed in a manner that minimizes interference with the progress of the Work.
- E. The Contractor shall coordinate and schedule the delivery of materials and equipment with the various subcontractors.

**1.4 TRAFFIC COORDINATION**

- A. The Contractor shall discuss any proposed traffic control plans, truck routes, and storage and parking plans with Owner which shall be approved or modified by Owner in its sole discretion.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Owner intends to utilize a BVHP area trucking “agent or administrator,” as described in Section 00801

1.5 ADMINISTRATION

- A. General: The Contractor shall prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each subcontractor performing work at the project site. Prepare similar memorandum for other subcontractors where interfacing of their work is required.
- B. Coordination Meetings: The Contractor shall conduct general project coordination meetings with subcontractors at least weekly at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings. The Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the work of the project. Keep Owner informed about coordination meetings. Conduct meetings in a manner, which will resolve coordination problems. Record results and minutes of each meeting and distribute copies to everyone in attendance and to Owner.

1.6 COORDINATION DRAWINGS AND SUBMISSION

- A. The Contractor shall prepare drawings of the proposed sequence of work.
- B. The Contractor shall maintain copies of the proposed sequence drawings at the Project Site.
- C. The Contractor shall provide Owner with a copy of initial sequence drawings. The Contractor shall submit, within 3 calendar days, any revisions to sequence drawings. Owner will verify that sequence drawings have been submitted, but Owner will not approve or provide review of sequence drawings.
- D. Sequence drawings shall indicate layout of Work, for purposes of showing sequence of work and potential conflicts with adjoining work. The Contractor shall submit to Owner 6 copies of each sequence drawing.
- E. The Contractor shall revise sequence drawings as work is added to areas containing existing work.
- F. The Contractor shall provide dimensions and elevations where conflicts may exist and coordinate conflicts on sequence drawings, to prevent conflicts in the field.
- G. The Contractor shall furnish sequence drawings to Owner a minimum of 4 calendar days prior to the start of work.

1.7 REQUESTS FOR INFORMATION (RFI)

- A. Requirement: It is the Contractor’s responsibility to review the Contract Documents a minimum of 15 days in advance of date upon which the Work is scheduled to commence, so that Owner will have sufficient time to respond to an RFI (defined below) prior to the start of actual construction of that part of the Work to which the RFI relates.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

B. Form:

1. When an interpretation or clarification of the Contract Documents is required from Owner, the Contractor shall make the request on a form (the "RFI Form" and, when properly filled out by the Contractor in accordance with the requirements of this section, an "RFI") obtained from Owner.
2. The Contractor shall fill in all applicable information on the form.
3. The Contractor shall use one form for each request; limit the subject to one design discipline to expedite reply. The Contractor shall attach supplementary information where necessary.
5. Owner will reply or give summary of reply on the same form and include supplementary information where necessary.

C. Uses:

1. The RFI Form shall be used for interpretation or clarification of the Contract Documents only.
2. The RFI Form will not be used for any of the following; purposes Owner will not reply and will reject the RFI:
  - a. Product or material substitution.
  - b. Questions relating to construction means, methods, techniques, sequences, procedures or safety precautions. These are the Contractor's responsibilities exclusively.
  - c. Questions relating to the construction schedule, coordination between trades, or division of work among subcontractors. These are the Contractor's responsibilities exclusively.
  - d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.
  - e. Dimensions or quantities which are shown on the Contract Documents, or which can be calculated from the information contained in the Contract Documents.
  - f. Confirmation of interpretations or clarifications previously provided by Owner.
  - g. Requests for interpretations or clarifications of the Contract Documents, which, in Owner's sole discretion, can reasonably be derived from a review of the Contract Documents.

D. Reply:

1. Owner will endeavor to reply to all RFI's promptly; generally no later than fourteen (14) calendar days from the day received.
2. When an RFI involves a complex subject, extensive research or development, or substantial input from other governmental agency, Owner will inform the Contractor that additional time may be necessary to prepare the reply.
3. Any reply by Owner to an RFI will be a clarification or an interpretation of the Contract Documents only; the reply is not an authorization of change in cost or Contract Time.
4. Such written interpretation or clarification will be binding on the Contractor and Owner. If the Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, then the Contractor shall make a written request for change order therefore as provided in Section 01035.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.8 UTILITY COORDINATION

- A. The Contractor shall coordinate and schedule any interface with utility work within the project limits.

**END OF SECTION**

**SECTION 01041**  
**CONTRACTOR'S PROJECT MANAGEMENT TEAM**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Requirements for the Contractor's project management team during the duration of the Work of the Contract.
- B. Related Sections:
  - 1. Section 01040 - Coordination.

**1.2 DESCRIPTION**

- A. The Contractor shall staff the Project with qualified personnel experienced in the nature and scope of the Work. Each key team member shall be responsible for performing only those duties specified.
  - 1. The Contractor's project management team (the "Management Team") shall include, at minimum, the following team members:
    - a. Project Manager: A person to manage and administer the Work. Background in work of a similar nature and scope of the Work is required.
    - b. Superintendent: One full time person, on site continuously, with a minimum of five years of experience with at least two (2) projects of a similar nature and scope to the Work.
    - c. Project Engineer: To assist in the management and administration of the Work, as needed.
    - d. Project Scheduler: Refer to Section 01310 – Progress Schedules.
  - 2. Submission: the Contractor shall submit to Owner within five (5) working days after the date of proposal opening the names, detailed related experience, references, proposed title and position for each team member, and the Contractor's organization chart for Owner approval. Key team members shall be available full time on the Project beginning from the date of Notice to Proceed.
  - 3. Changes: If during the course of the Project, the Contractor finds it necessary to replace a member of the Management Team', the name, qualifications, and experience of the proposed replacement shall be submitted to Owner for approval.
  - 4. Owner reserves the right in its sole discretion to approve or reject such proposed replacement and to require replacement of any member of the management Team.
- B. The Management Team 'shall be capable, collectively, of performing all functions necessary to fulfill the requirements of the Contract and to perform the Work, including, but not limited to:
  - 1. Maintain the project schedule and final completion deadlines, and resolve construction-related issues for complex renovation work on an existing building. Clarify construction-related problems, identify unknown conditions, and process Requests for Information (RFI) efficiently with Owner. Identify items of

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- additional scope; prepare proposals for additional cost and time, and process Contract Modifications with Owner in a timely manner.
2. Monitor all work to ensure full compliance with CAL/OSHA regulations and submit to Owner detail project-specific safety program approved by CAL/OSHA.
  3. Participate in project meetings with Owner to review the progress of the construction, and identify and resolve construction-related issues.
  4. Coordinate permitting, approvals and construction activities to ensure timely completion of the Project.
  5. Maintain the CPM schedule.
  6. Coordinate construction activities of suppliers and subcontractors with that of the Contractor to ensure timely deliveries and installation.
  7. Coordinate the construction activities of subcontractors to ensure available manpower and adequate labor to maintain the Project schedule.
  8. Coordinate necessary inspections with Owner, approved Testing Laboratory, and other agencies as required for the progress of the Work.
  9. Coordinate the installation, operation and maintenance of temporary utilities including environment protection and climate control required during construction.
  10. Observe required testing and maintain a record of tests:
    - a. Testing Laboratory and name of inspector.
    - b. Subcontractor.
    - c. Manufacturer's representative present.
    - d. Date and time of testing.
    - e. Type of product or equipment.
    - f. Type of test, and test results.
    - g. Retesting required.
  11. Verify that subcontractors maintain an accurate and up-to-date record of changes to the Contract Documents, including RFIs and Change Orders.
  12. Observe the Work for compliance with requirements of the Contract Documents. Maintain list of observed deficiencies and discrepancies. Assure timely corrective action and resolution.
  13. Assemble Record Documents from subcontractors and ensure that completed Record Documents are submitted to Owner in accordance with Section 01720 – Project Record Drawings, and other requirements of the Contract Documents.

**END OF SECTION**

**SECTION 01050**  
**FIELD ENGINEERING**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES BUT IS NOT LIMITED TO:**

- A. Quality Control
- B. Submittals
- C. Project Record Documents
- D. Examination
- E. Survey Reference Points
- F. Survey Requirements

**1.2 RELATED SECTIONS**

- A. Section 01700 - Contract Closeout
- B. Section 01720 - Project Record Drawings

**1.3 SCOPE**

- A. The Contractor shall employ a surveyor, licensed by the State of California and acceptable to Owner, to perform construction surveying for the Work.

**1.4 QUALITY CONTROL**

- A. The Contractor shall employ a surveyor, licensed by the State of California and acceptable to Owner, to perform surveying under the Contract Documents.

**1.5 SUBMITTALS**

- A. The Contractor shall submit name, address, and telephone number and California state registration number of the licensed land surveyor prior to starting work.
- B. The Contractor shall submit to Owner copies of all surveying “cut sheets.”
- C. The Contractor shall submit final survey certified to Owner and such other Parties as Owner may request in a form acceptable to Owner to Owner verifying that final grades have been achieved upon completion of earthwork including surcharge placement.

**1.6 PROJECT RECORD DOCUMENTS**

- A. The Contractor shall submit Record Documents under provisions of Section 01700 - Contract Closeout.

**1.7 EXAMINATION**

- A. The Contractor shall verify locations of existing structures prior to starting work.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. The Contractor shall promptly notify Owner in writing of any discrepancies from the Project Drawings discovered.

1.8 SURVEY REFERENCE POINTS (Existing Structures)

- A. Control datum for survey is that established by Owner provided survey. The Contractor shall use the City of San Francisco bench marks. Bench mark information is available from Owner at c/o Lennar Urban, 1 Sansome St, Suite 3200, San Francisco, CA 94104, Telephone 415.995.1770
- B. The Contractor shall locate within the Work area and protect survey control points prior to starting site work. The Contractor shall preserve permanent reference points during the progress of the Work.

1.9 SURVEY REQUIREMENTS

- A. Locate existing benchmarks, locate new benchmarks, stake all property and boundary lines and other locations required for new installations, and certify the locations and elevations of new installations are in compliance with the Contract Documents.
- B. Utilities requiring surveying shall include, but not be limited to, waterlines, valves, fire hydrants, storm and sewer lines, manholes and inlets, joint trenches, electrical power distribution, vaults, pads and pull boxes.
- C. Aboveground installations requiring surveying shall include, but not be limited to, roadways, curbs and gutters, sidewalks and driveways.

**END OF SECTION**

**SECTION 01060**  
**REGULATORY REQUIREMENTS**

**PART 1 -- GENERAL**

**1.1 GENERAL REQUIREMENTS**

- A. All materials, installation and construction shall comply with the applicable provisions of current laws, codes, safety rules and regulations of the City and County of San Francisco, the State of California, and the Federal Government, and any other applicable authority.
- B. The Contractor shall obtain and comply with all permits required for the work or for temporary facilities, including indemnification and insurance requirements, and shall pay all fees and furnish any deposits and bonds required therefore.
- C. The Contractor shall keep a copy of each applicable permit, law, code and regulation in its job site field office, and shall ensure that the Contractor and its subcontractors' superintendents and foremen are thoroughly familiar with applicable permits, codes, laws, safety rules and regulations.
- D. Any delays caused by permitting agencies in issuance of permits shall not be cause for unavoidable delay. However, the Owner may at its discretion recommend an extension of time if the Contractor waives any additional compensation caused by that delay and the Contractor can show that it has aggressively pursued obtaining such permits.
- E. The Codes referred to shall have full force and effect as though printed in these Specifications. Nothing in the Contract Documents shall be construed to permit work not conforming to the governing code requirements.
- F. No separate payment will be made for work covered under this Section unless specifically compensated for by Bid Items indicated in Section 01025, Payment and Measurement.

**1.2 CODES AND REGULATIONS**

- A. Laws, Codes, Safety Rules and Regulations referenced in the General Provisions, Article 61, include, but are not limited to the following:
  - 1. California Division of Industrial Safety.
  - 2. California Occupational Safety and Health Administration (Cal/OSHA).
  - 3. California Labor Code.
  - 4. California State Vehicle Code.
  - 5. San Francisco Municipal Code, including San Francisco Building Code, San Francisco Electrical Code, San Francisco Mechanical Code, San Francisco Plumbing Code, San Francisco Police Code, San Francisco Public Works Code, San Francisco Health Code, San Francisco Fire Code, and San Francisco Traffic Code and any department orders adopted pursuant thereto.
    - a. Regulations for Working in San Francisco Streets, prepared by the Department of Parking and Traffic ([http://sfgov.org/dpt/regs\\_streets.htm](http://sfgov.org/dpt/regs_streets.htm)).
    - c. DPW Order 171,422 Street Opening and Pavement Restoration Regulations for Newly Renovated City Streets.
    - d. DPW Order 167,840 for the Placement of Barricades at Construction Site.
    - e. DPW Order 171,333 Dust Generation and Control Regulations.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- f. DPW Order 171,363 Regulations for Excavating and Restoring Streets in San Francisco.
- g. Article 29, San Francisco Police Code, Regulation of Noise.
- h. Article 2.4, San Francisco Public Works Code, Excavation in the Public right-of-way.
- 6. Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities.
- 7. State of California Public Utilities Commission
  - a. General Order No. 95, Rules for Overhead Line Construction.
  - b. General Order No. 128, Rules for Construction of Underground Electric Supply and Communication Systems.
  - c. General Order No. 143-B, Safety Rules and Regulations Governing Light-Rail Transit.
- 8. California Code of Regulations (California Administrative Code), Title 8 - Industrial Relations, Part 1 - Department of Industrial Relations, Chapter 4 - Division of Industrial Safety:

Subchapter 4 - Construction Safety Orders (CSO),  
Subchapter 5 - Electric Safety Orders (ESO),  
Subchapter 7 - General Industry Safety Orders (GISO).

The Contractor's attention is directed to sections of above Safety Orders, which cover some of the most frequently encountered safety concerns, as follows:

CSO #1540 - Excavations  
CSO #1541 - Shoring, Sloping and Benching Systems  
CSO #1598 - Traffic Control for Public Streets and Highways  
CSO #1599 - Flaggers  
GISO #3380 - Personal Protective Devices  
GISO #3381 - Head Protection  
ESO #2940.2 - Clearances  
ESO #2941 - Work On or In Proximity of Overhead High Voltage Lines  
ESO #2946 - Provisions for Preventing Accidents due to  
Proximity of Overhead Lines

The Contractor's attention is also directed to all other applicable Safety Orders, including:

- GISO #5003, #5006, #5021, #5022, #5024, #5025 - Cranes  
GISO #3646 - Operating Instructions (Elevated Work Platforms)  
GISO #3648 - Operating Instructions (Aerial Devices), and,  
ESO #2940.7 - Mechanical Equipment
- 9. California Health and Safety Code.
  - 10. National Electric Code.
  - 11. California Code of Regulations (CCR) Title 17, Public Health.
  - 12. California Code of Regulations (CCR) Title 22, Division 4, Environmental Health and Division 4.5, Environmental Health Standards for the Management of Hazardous Waste and Title 26 - Toxics.
  - 13. California Code of Regulations (CCR) 19, Fire Marshal.
  - 14. Code of Federal Regulations (CFR) Titles 29, 40 and 49.
  - 15. The Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.)



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

16. The Uniform Fire Code, the California Fire Code, the California Code of Regulations (CCR), Title 24, Part 9, and the San Francisco Fire Code.
17. California Code of Regulations (CCR) Title 17, Public Health, including the Final Regulation Order of 07/22/2002, in Section 93105, on Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations (<http://www.arb.ca.gov/toxics/atcm/asb2atcm.htm>).

1.3 PERMITS, INSPECTIONS, AND SERVICE REQUESTS

**The OWNER shall pay for any required CCSF DBI building permits and applicable fees only. The Contractor shall obtain and pay for (unless otherwise noted) all other necessary permits, inspections and service requests to start and complete work. Permit costs shall include all associated costs for notifications, walk-through, in-progress inspections, final inspections, oversight, and approvals.**

**The Owner has secured the building permit for the Overlook Structure and associated retaining wall at Hillpoint Regional Park. The Contractor shall provide access for final approval from Owner and CCSF DBI for completed Overlook Structure and associated retaining wall. No other cost adjustments to the Contractor's contract will be made.**

- A. Cal/OSHA permits must be obtained by the Contractor.
- B. Permits and service requests from Pacific Gas and Electricity (PG&E), SFPUC and other utility owners, and underground and over-head facilities. This includes notification to PG&E, and following PG&E's procedures whenever there is work near PG&E's high voltage line (115kv). Notification is mandated by PG&E whenever the line is "daylighted", and once again before the "protective work" is covered up.
- C. State, County, and City transportation permits (overwidth, overlength, overweight, overload).
- D. Caltrans permits, if applicable, must be obtained by the Contractor.
- E. Rockwheel permit must be obtained by the Contractor.
- F. San Francisco Department of Telecommunications and Information Services permit and notification for fire alarm relocation.
- G. San Francisco PUC/BERM sewer discharge permit and notifications. Contact BERM at (415) 695-7321.
- H. San Francisco PUC/BWPC use of reclaimed water permit. Contact BWPC at (415) 648-6882 x1378.
- I. San Francisco PUC/Water Department/City Distribution Division permits and service requests for water and meters.
- J. San Francisco PUC/Bureau of Light, Heat, and Power (BLHP) permit and notification for removal of temporary lighting.
- K. San Francisco PUC/ Hetch Hetchy Water & Power (HHWP) application and notification for electrical service connection to PG&E. Contact HHWP at (415) 554- 1596.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- L. San Francisco Department of Building Inspection (DBI) permits, notifications, inspections, and approvals.
- M. San Francisco Department of Public Health (SFDPH) permits, notifications, oversight, and approvals, including but not limited to:
  - 1. Hazardous Materials Certificate of Registration: The Contractor shall obtain and keep current a hazardous materials certificate of registration and implement the hazardous materials plan submitted with the registration application, as per Articles 21, 21A, and 22 of the San Francisco Public Health Code. Contact the SFDPH/HMUPA at (415) 252-3900.
  - 2. Well Construction or Soil Borings Permits: A permit is required to construct or operate an environmental or geotechnical well or soil boring. These wells include, but are not limited to, cone penetrometers, inclinometers, piezometers, cathodic wells, exploratory wells, extraction wells, recovery wells, monitoring wells, temporary wells, irrigation wells, industrial wells, dewatering wells, wick drains, hydropunch soil borings and soil borings drilled for geotechnical or environmental purposes (whether or not groundwater is encountered). This information is not intended as a substitute for familiarity with applicable laws and regulations. Contact the SFDPH, Monitoring Well Section at least 15 working days in advance of drilling at (415) 252-3947.
  - 3. Underground Storage Tank (UST) Permits: All modifications, repairs, and installation of USTs shall require approval of the SFDPH, compliance with Articles 21, 21A and 22 of the San Francisco Public Health Code, and its implementing regulations, compliance with applicable provisions of Chapters 6.7 and 6.75 of the California Health and Safety Code, Section 25280 et.al. Contact the SFDPH/HMUPA at (415) 252-3900.
- N. San Francisco Fire Department permits, including but not limited to:
  - 1. The flammable or combustible material storage permit. Contact the SFFD, Bureau of Fire Prevention at (415) 558-3300.
  - 2. Permit and notification for AWSS relocation.
  - 3. Permit and notification for removal and installation of fuel or chemical storage tanks.
- O. San Francisco Department of Public Works, Bureau of Street-Use and Mapping permits, including but not limited to:
  - 1. Encroachment (minor and major) permits - for sidewalks (as required by Section 723.3 of the San Francisco Public Works Code).
  - 2. Street excavation and utility excavation permits (as required by Article 2.4 of the San Francisco Public Works Code).
  - 3. Street space, debris box, and temporary occupancy permits (as required by Section 724 thru 724.3 of the San Francisco Public Works Code).
  - 4. Street improvement permits.
  - 5. Side sewer connection, borings/monitoring wells, tanks, and noise-night work permits.
- P. San Francisco Police Department permits.
- Q. San Francisco Department of Parking and Traffic permits and traffic plans, and approvals.

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

- R. San Francisco Municipal Railway permits and notifications.
- S. San Francisco City Planning permits and approvals.
- T. Bay Area Air Quality Management District (BAAQMD) permits and notifications, and the California Air Resources Board (CARB) permits, and notifications. The Contractor shall obtain all the permits required by the BAAQMD and CARB. For information on the permit requirements and application forms check the web page at [www.baaqmd.gov](http://www.baaqmd.gov), <http://www.baaqmd.gov/permit/handbook/default.htm>, and <http://www.baaqmd.gov/permit/forms.htm>, or contact Mr. Dahram Said (BAAQMD) at (415) 749-4990.

The following BAAQMD permits forms shall be completed for work involving screening, crushing or grinding, and use of abatement devices.

Form P-201: General information

Form P-101B: General information

Form G: Emission Source (crusher or grinder)

Form A: Abatement Devices: Wet Spray System

The Contractor is hereby notified that any screening or crushing operations of excavated materials cannot proceed without the appropriate BAAQMD, and Cal-EPA/DTSC permits.

- U. The Regional Water Quality Control Board (RWQCB), San Francisco Bay Region, and the California State Water Resource Control Board (SWRCB) permits and notifications.
- V. Cal/EPA, Department of Toxic Substances Control (DTSC) permits and notifications, including but not limited to permit-by-rule, hazardous waste facilities permit, transportable treatment unit (TTU), and treatment storage and/or disposal facility (TSDF) permits.
- W. Utility Service Alert (USA) permits and clearance at 1- (800) 642-2444.

### 1.4 SUBMITTALS

- A. The Contractor shall provide a copy of each permit that it obtains to the Owner, prior to beginning of any work covered by such a permit.

### 1.5 RESOLUTION OF CONFLICTS

- A. If the Contractor observes that the Specifications or Drawings are at variance with any permits, laws, or regulations, the Contractor shall give the Owner prompt written notice thereof. If the Contractor performs any work knowing or having reasons to know that it is contrary to such permits, laws, codes, safety rules, or regulations, and without such notice to the Owner, the Contractor shall bear all responsibility and costs arising there from.

### 1.6 ARCHAEOLOGICAL CONDITIONS

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

A. SUMMARY

1. This Document includes procedures to provide for protection, removal, or investigation of archaeological findings, and to provide Contractor such compensation or relief as may be appropriate for unforeseen work or for work suspension directed by the Owner under the provisions of the Contract Documents.
2. Pursuant to the National Historic Preservation Act of 1966, (16 U.S.C. 470) and PRM 75-27, the City and County of San Francisco intends to provide for the preservation and protection of such material of an archaeological nature as may be of scientific or historical value.

B. DISCOVERY OF ARCHAEOLOGICAL FINDS

1. If potential historical, architectural, archaeological, or cultural resources are discovered at the Site, the following procedures are to be instituted:
  - a. Promptly report all subsurface archaeological finds to the Owner. Prehistoric finds shall also be reported to local Native American organizations.
  - b. The Owner will issue a written order to suspend Work in accordance with the General Provisions and Special Provisions directing Contractor to cease all construction operations only at the location of such potential cultural resources find.
  - c. The City's archaeologist will assess the significance of the find, and immediately report to the City Environmental Review Officer (ERO), who will recommend specific additional mitigation measures as necessary to minimize potential effects on cultural resources. Such mitigation measures may include additional site security; on-site investigations by an archaeologist; and documentation, preservation, and recovery of cultural materials. Following review and approval of the City archaeologist's report by the ERO, copies of the final report will be sent to the California Archaeological Site Survey Northwest Information Center and the President of the Landmarks Preservation Advisory Board.
2. For Work suspensions, there shall be no compensation to Contractor for any delays up to a total of 20 working days due to the Owner's order to suspend Work.
3. All historical, architectural, archaeological, or cultural resources discovered at the Site, shall be the property of the Owner and the City and County of San Francisco.

**PART 2 – PRODUCTS**

(Not Used)

**PART 3 - EXECUTION**

(Not Used)

**END OF SECTION**

**SECTION 01090**  
**REFERENCE STANDARDS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Applicable Publications
  - 2. Standard Specifications
  - 3. Reference Specifications, Codes, and Standards
  - 4. Abbreviations
  - 5. Definitions
- B. Related Sections: Refer to individual Specification sections for definitions of terms which may be used uniquely in the Work covered by each such section.

**1.2 DESCRIPTION**

- A. This Section explains the use of Reference Standards in the Contract Documents.

**1.3 APPLICABLE PUBLICATIONS**

- A. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that whenever no date is specified only the latest specifications, standards, or requirements of the respective issuing agencies in effect on the date of execution of the Contract, except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes.

**1.4 STANDARD SPECIFICATIONS**

- A. Unless otherwise specified, reference in these Specifications to the "DPW Standard Specifications" or "Standard Specifications" shall mean the Standard Specifications of the San Francisco Department of Public Works, Bureau of Engineering, July 1986, updated November 13, 2000. <http://www.sfdpw.org/index.aspx?page=294>

**1.5 REFERENCE STANDARDS**

- A. The Contract Documents contain references to various standard specifications, codes, practices and requirements for materials, work quality, installation, inspections, and tests, which references are published and issued by the agencies, organizations, societies, and associations listed. Cited sections of such references are hereby made a part of the Technical Specifications to the extent that they are not in conflict with the Contract-Documents. For conflicts with regulatory requirements, see Section 01060 - Regulatory Requirements.
- B. When standards are not referenced in the work specified or shown, then the work shall be performed in accordance with the prevailing industry standards applicable to the work to be performed, DPW Standard Plans and Specifications, or General Provisions, whichever requires the highest standard of care, in the sole discretion of the Owner.
- C. Reference Standards are not furnished with the Contract Documents since subcontractors, manufacturers, and the trades involved are assumed to be familiar with their requirements and they are available either commercially or directly from the issuing entity.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- D. Whenever cited sections of Reference Standards require submittals, such submittals shall be made in accordance with Section 01300 - Submittals.
- E. Whenever cited sections of Reference Standards require testing of products, testing shall be performed in accordance with Section 01400 - Quality Control.
- F. Whenever cited sections of Reference Standards require a certificate of compliance for products, such certificate shall be furnished in accordance with Section 01400 - Quality Control.
- G. Whenever Reference Standards refer to "Special Provisions", that reference shall be deleted and "Specifications" shall be inserted in its place.
- H. Whenever Reference Standards refer to "Plans", that reference shall be deleted, and "Project Drawings" shall be inserted in its place.
- I. Measurement and payment provisions and payment as "Extra Work" provisions, of Reference Standards shall be deleted and considered null and void.

1.6 ABBREVIATIONS

- A. Whenever in the Contract Documents the following abbreviations are used, it shall be understood to mean the full name of the respective organization, as follows:

AA	Aluminum Association, Inc.
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen, Inc.
AAR	Association of American Railroads
AASHTO	American Association of State Highway Officials
ABI	American Board of Industrial Hygiene
ACI	American Concrete Institute
ACWS	Asphalt Concrete Wearing Surface
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
AREA	American Railway Engineering Association
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BCDC	Bay Conservation Development Commission
BLHP	Bureau of Light, Heat & Power (San Francisco PUC)
CA	Commercial Standards of NBS
CAC	California Administrative Code
Cal/EPA	California Environmental Protection Agency
Cal/OSHA	California Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CARB	California Air Resource Board
CCR	California Code of Regulations
CFR	Code of Federal Regulations

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

CIH	Certified Industrial Hygienist
CPUC	California Public Utilities Commission
CRSI	Concrete Reinforcing Steel Institute
CWI	Certified Welding Inspector
DHS	State of California, Department of Health Services
DOT	Department of Transportation
DPW	San Francisco Department of Public Works
DTSC	Department of Toxic Substance Control
EHASP	Environmental Health and Safety Plan
FM	California State Fire Marshall
FS	Federal Specification (also abbreviated Fed.)
FTA	Federal Transportation Administration
HAZWOPER	Hazardous Waste Operation and Emergency Response
HEPA	High Efficiency Particulate Absolute (filter)
HS&C	California Health and Safety Code
NIOSH	National Institute of Occupational Safety and Health
NFPA	National Fire Protection Association
PG&E	Pacific Gas & Electric Company
PS	U.S. Product Standard
PTC	Public Transportation Commission
PT&T	Pacific Bell
QCI	Qualification and Certification of Welding Inspectors
RCRA	Federal Resource Conservation Recovery Act
REA	Rural Electrification Administration Standards
RWQCB	Regional Water Quality Control Board
SFBC	San Francisco Building Code
SFDPW	San Francisco Department of Public Works
SFDPH	San Francisco Department of Public Health
SFEC	San Francisco Electrical Code
SFFD	San Francisco Fire Department
SFMC	San Francisco Mechanical Code
SFPC	San Francisco Plumbing Code
SFPD	San Francisco Police Department
SFPORT	Port of San Francisco
SFPUC	San Francisco Public Utilities Commission
SFTC	San Francisco Traffic Code
SFWD	San Francisco Water Department
SMACCNA	Sheet Metal & Air Conditioning Contractors National Association
SMP	Site Mitigation Plan, Third Street Light Rail Project, San Francisco California
SSPC	Steel Structures Painting Council
SSDPWSS	Standard Specifications of the City and County of San Francisco, Department of Public Works, Bureau of Engineering, dated July 1986, updated November 13, 2000.
TEL. SIGNAL CORP.	Television Signal Corporation
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
UMTA	Urban Mass Transportation Administration
USCG	United States Coast Guard
USEPA	United States Environmental Protection Agency
TCI	Tele-Communication Incorporated
WCLIB	West Coast Lumber Inspection Bureau

# Hillpoint Regional Park/ Coleman Bluff Path Construction Project

## 1.7 DEFINITIONS

- A. The following words and terms are used in the Contract Documents and are defined as follows:
1. Applicable: As appropriate for the particular condition, circumstance, or situation.
  2. Approved: As accepted by the Engineer in writing.
  3. Approved equal: As accepted by the Engineer as being of equivalent function, durability, maintainability, operability, quality, utility, and appearance.
  4. Directed: As instructed by Owner in writing.
  5. Engineer: Owner's authorized on-site representative.
  6. Indicated: As shown and/or noted on the Project Drawings.
  7. Noted: As specified or written on the Project Drawings.
  8. Provide: Furnish and install.
  9. Required: As required by regulatory requirements by the Contract Documents, by Reference Standards, by generally accepted construction practice, or as applicable.
  10. FTA or UMTA: The Urban Mass Transportation Administration is defined to be the Federal Transportation Administration (FTA).
  11. Standard Specifications: Standard Specifications, Bureau of Engineering, Department of Public Works, City and County of San Francisco.
  12. Standard Plans: Standard Plans, Bureau of Engineering, Department of Public Works, City and County of San Francisco.
  13. CTSS: State of California, Department of Transportation, Standard Specifications.
  14. CALTRANS Standard Plans: State of California, Department of Transportation, Standard Plans.

## 1.8 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. In case of any conflict between codes, reference standards, Project Drawings, and the other Contract Documents, the most stringent requirements shall apply.
- B. The standard referred to, except as modified hereby, shall have full force and effect as though printed in these Specifications.
- C. Copies of the codes and reference standards shall be maintained with the Contract Documents at the job site at all times.

## 1.9 DEFINITIONS

- A. As directed, As required, As permitted: Wherever such words or words of like effect are used, it shall be understood that the direction, requirement, or permission of Owner or governmental regulatory agency having jurisdiction is intended. The words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in the judgment of the Resident Engineer. Wherever the words "inspect," "approved," "acceptable," "satisfactory," or words of like import are used to describe a requirement, direction, review, or judgment of Owner as to the work, it is intended that such requirement, direction, review, or judgment will be solely to observe and evaluate, in general, the completed work for compliance with the requirements of the Contract Documents, unless otherwise specifically stated.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility, and appearance in the opinion of Owner. The burden of proof of equality is the responsibility of the Contractor.
- C. Owner Provided, the Contractor Installed (Relocated): Items to be provided by Owner to be relocated or removed from storage and installed by the Contractor at no additional cost to Owner under the Contract.
- D. Engineer: Refer to Article 1 of the General Conditions. References in these Specifications to "Engineer" shall be deemed to include Owner and/or Owner's authorized on-site representative.
- E. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. With Owner's prior written approval, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- F. Installer: The person engaged by the Contractor, its Subcontractor or Subcontractor's subcontractor for performance of a particular element of construction at the Work site, including installation, erection, application and similar required operations. Installers are required to be experienced in the operations they are engaged to perform.
- G. Provide: Furnish and install or supply and install in place at the Work site.
- H. Remove and Dispose: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain Owner's property.
- I. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- J. Remove and Salvage: Unless otherwise indicated, items indicated to be removed and salvaged remain Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- K. Work Site: The space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Work. The extent of the Work site is shown on the Drawings and may or may not be identical with the geographical description of the site upon which the Work is to be constructed.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**



**SECTION 01200  
PROJECT MEETINGS**

1.1 SUMMARY

- A. Section Includes:
  - 1. Pre-Construction Meeting
  - 2. Site Mobilization Meeting
  - 3. Weekly Progress Meetings

1.2 GENERAL

- A. Owner will arrange project meetings after consultation with the Contractor and will inform the Contractor of the meeting time and location.
- B. The Contractor's attendance is required at all meetings.
- C. Owner will be responsible for taking the meeting minutes and providing the Contractor with a copy. The Contractor shall duplicate them and distribute the meeting minutes to other participants of the meeting.

1.3 PRE-CONSTRUCTION MEETING CONFERENCE

- A. Prior to commencement of the Work, Owner will schedule and conduct a pre-construction meeting.
- B. The Contractor shall be prepared to review and discuss the construction schedule and sequence of operations. The pre-construction meeting will be held by Owner at a time and location selected and arranged with the Contractor.
  - 1. The conference shall be attended by:
    - a. The Contractor and its Superintendent.
    - b. All authorized representatives of subcontractors or suppliers that the Contractor may desire to invite or whom that Owner may request.

1.4 SITE MOBILIZATION CONFERENCE

- A. Owner will schedule a conference at the Project site prior to the Contractor mobilization.
- B. Attendance Required: Owner, Special Consultants, the Contractor's Superintendent, and major subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and the Contractor.
  - 2. Owner's requirements and partial occupancy.
  - 3. Construction facilities and controls provided by Owner and the Contractor.
  - 4. Temporary utilities provided by the Contractor.
  - 5. Survey and layout.
  - 6. Security and housekeeping procedures.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

7. Construction Work Force goals, local hiring requirements and certified payroll reports
8. Schedules.
9. Procedures for testing.
10. Procedures for maintaining Record Documents.
11. Inspection and acceptance of equipment put into service during construction period.

1.5 WEEKLY PROGRESS MEETING

- A. Owner will schedule a weekly progress meeting at the location most convenient to both Owner's staff and the Contractor's staff.
- B. Attendance Required: Owner, Special Consultants, the Contractor's Superintendent, and major subcontractors.
- C. The Contractor shall provide three-week look ahead schedule at each weekly progress meeting. Refer to Section 01310.

**END OF SECTION**

**SECTION 01300**  
**SUBMITTALS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This section specifies the general procedures and requirements for submission of submittals by the Contractor to Owner for review.
- B. Specific requirements for submittals may be included in the other Sections.

**1.2 DEFINITIONS**

- A. “Shop Drawings” are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor to illustrate the construction sequence and construction methods used to complete the Work.
- B. “Product Data” are illustrations, specifications, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. “Samples” are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the requirements of the Contract Documents.
- E. The term “manufactured” applies to standard units usually mass-produced. The term “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements.
  - 1. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
- F. “Manufacturer’s Instructions” shall mean the manufacturer’s written instructions on the use or application of the product under conditions similar to those at the job site.
- G. “Work Description” is a detailed description of the means, methods, tools, equipment, materials, sequence, and any other pertinent information about performance of work.
- H. “the Contractor Qualifications” is a detailed statement of the contracting entity or personnel scheduled to perform the Work including general description of qualifications, representative list of applicable projects, number of years’ experience, and references complete with telephone numbers and contact persons.
- I. “Field sample” is a sample at the project site to demonstrate the final technique, finish, and construction quality by which the Work will be judged.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.3 REQUIREMENTS

- A. Wherever submittals are required herein, all submittals shall be submitted by the Contractor to Owner or Designated Representative.
  - 1. Submittals received from sources other than the Contractor will be returned to the Contractor without Owner's review.
- B. Make submittals far enough in advance of scheduled installation dates to allow time for review and possible revision.
  - 1. The Contractor shall review and coordinate its submittals with all other submittals, the construction schedule, testing, procurement, fabrication, delivery and similar sequential activities.
  - 2. The Contractor shall be responsible for changes made necessary by the Contractor's failure to coordinate submittals in a complete and timely manner.
- C. Make submittals in groups containing all associated items as complete packages of information for review.
- D. Submittals shall be reviewed, stamped, and approved by the Contractor prior to forwarding them for Owner's review.
  - 1. By approving and submitting Shop Drawings, the Contractor represents that it has determined and verified dimensions, materials, field measurements, and related field construction criteria, and that it has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.
  - 2. When professional certification of performance criteria of materials, systems or equipment is submitted, submittal shall be stamped and signed by the responsible design professional with license number and expiration date representing that Owner could rely upon the accuracy and completeness of such calculations and certifications.
- E. No portion of the Work requiring submission shall commence until the submittal has been reviewed and accepted by Owner. All such portions of the Work shall be executed in accordance with accepted submittals.
- F. No change shall be made by the Contractor in any submittal after it has been accepted by Owner.
- G. If the submittal shows any variation from the Contract requirements because of standard practice or other reasons, the Contractor shall make specific mention of each variation in its submittal.
- H. Owner will review the Contractor's submittals only for general conformance with the design concept of the Project and general compliance with the requirements of the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
- I. Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations to comply with the requirements of the Contract Documents. Owner's review shall not constitute approval of safety precautions or of any construction means, methods,

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

techniques, sequences or procedures. Owner's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

- J. If the Contractor makes a submittal which is not required to be submitted, Owner will not review such submittal. The Contractor shall execute the Work in accordance with the Contract Documents.
- K. Adequate quantities submitted are required for review. No submittal will be processed unless the specified quantities are furnished.

1.4 SUBMITTAL SCHEDULE

- A. The timing of submission of all required submittals will be set forth in a schedule (the "Submittal Schedule") which will be approved by Owner in its sole discretion.
  - 1. Progress Payments may be reduced until the Submittal Schedule is approved by Owner.
- B. The Submittal Schedule shall be prepared in a format acceptable to Owner, integrating it with or as a by-product of the Construction Schedule, and shall be submitted to Owner no less than five (5) calendar days prior to the proposed date of submission of the first submittal or simultaneously with the CPM Schedule (as defined below), whichever is earlier. No submittals will be processed before the Submittal Schedule has been reviewed and accepted by Owner.
- C. In preparing the Submittal Schedule, the Contractor shall first determine from the Construction Schedule the date the particular item related to a particular system is needed for the Work. Working backwards, the Contractor shall include the required number of days for processing the submittal, shipment, fabrication, and similar items to determine the date of the submittal.
  - 1. The Contractor shall allow a minimum of fourteen (14) calendar days for Owner's review of the submittal and anticipate that incomplete, inadequate, or incorrect submittal will require resubmission.
  - 2. The Contractor shall include a minimum fourteen (14) calendar days of float in the construction schedule for each submittal activity to allow for resubmissions.
  - 3. If more than one resubmittal is required, the costs of reviewing extra resubmittals will be deducted from Progress Payments due to the Contractor. Such costs shall include Owner's costs and Owner's consultant fees.
- D. Adjust the Submittal Schedule monthly along with the Construction Schedule in order to produce an orderly, even workload, without peak loads if possible, and yet one which is able to meet the needs of the review and construction processes. The Contractor shall submit two copies of the Submittal Schedule after it is completed and each time it is updated by the Contractor.
- E. The Contractor shall be solely responsible for scheduling of submittals. No extension of Contract Time will be granted for untimely submittals or required resubmittals.
- F. Delays caused by the need for resubmittal shall not constitute a basis for an extension of Contract Time.
- G. Delays in the work caused by an incorrect submission or insufficient data will not constitute reason for an extension of Contract Time.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.5 SUBMITTAL PROCEDURES

- A. Transmit each submittal to Owner with a Submittal Control Form to be supplied by Owner. Deliver submittals addressed to:  
  
HPS Development Co., LP  
c/o Lennar Urban  
1 Sansome Street, Suite 3200  
San Francisco, California 94104
- B. Transmittal Form: Use Submittal Record forms available from Owner at no cost to the Contractor. Consecutively number the transmittal forms. Resubmittals shall have original number with a numbered suffix. Fill in information as applicable.
- C. Identification: Identify submittals with the following information:
  - 1. Project name and location.
  - 2. The Contractor's, subcontractors, suppliers, or manufacturer's name, address, and telephone number.
  - 3. Submittal number.
  - 4. Shop Drawing title, number, revision, and date as applicable.
  - 5. Reference to (Contract) Drawing or Specification Section as applicable.
  - 6. Apply the Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the Work and Contract Documents.
  - 7. Provide space for Owner's review stamp. Space shall be minimum 4" x 6".
  - 8. Where multiple Specification Sections govern any portion of the work or where multiple trades are involved in any portion of the work (e.g., steel, mechanical and electrical items embedded in concrete), indicate all pertinent Specification Sections in its submittal identification.
  - 9. Revise any resubmittals as required and identify all changes made since previous submittal.
- D. Packaging of Submittals:
  - 1. Submittals shall be wrapped or packaged to prevent damage during delivery.
  - 2. Reproducible drawings shall be rolled and not folded.

1.6 SHOP DRAWINGS

- A. Submit in the form of four (4) printed copies and one electronic copy in .pdf format.
- B. Shop Drawings shall be submitted only by the Contractor. Submittal of incomplete or unchecked Shop Drawings will not be acceptable.
- C. When the Shop Drawings have been reviewed by the Engineer, two copies and one marked-up reproducible will be returned to the Contractor appropriately stamped.
- D. If the Shop Drawings are not accepted by Owner, one copy will be returned to the Contractor with any review comments indicated.
- E. Resubmit Shop Drawings in the same manner and quantity as specified for the original submittal.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- F. Clearly identify and provide explanation of changes made by the Contractor on the resubmitted Shop Drawings.
- G. Each Shop Drawing submitted shall be sized as follows:
  - 1. Maximum sheet size: 34"x 22" ("D"-size) with a 1" border and a 2" binding edge to the left of the border on the short side of the sheet.
  - 2. Minimum sheet size: 8-1/2" x 11" with 1/4" border on three sides and 1/2" binding edge on the long side.
- H. Catalog sheets meeting the specific requirements may be substituted for the required drawings.

All deviations from the Project Drawings in the Shop Drawings and submittals should be clearly noted. Failure of Owner to approve a deviation that was not clearly noted by the Contractor is the responsibility of the Contractor. All deviations from the Project Drawings shall be approved in writing by Owner. The Contractor shall follow the RFS (as defined below) procedure for substitutions.

1.7 PRODUCT DATA

- A. The submittal requirements shall be as follows:
  - 1. Submit four (4) printed copies and one electronic copy in .pdf format of product data. After review, two will be returned to Contractor.
  - 2. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturer's standard data to provide information unique to this project.
- B. Product data and manufacturers' standard drawings submitted for review shall show only the pertinent information.
  - 1. Identify the pertinent information by circling it with black ink pen or by crossing out the inapplicable information with black ink pen.
  - 2. Any submittal which contains information not clearly identified for review will be rejected and returned to the Contractor for resubmission.

1.8 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices.  
Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes in custom colors selected, textures, and patterns for the Engineer's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit 4 samples unless otherwise specified; after review one sample will be returned to the Contractor.
- E. Furnish samples in the following sizes, unless otherwise specified:
  - 1. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.
  - 2. Linear Products: Minimum 6 inches long, maximum 12 inches long.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

3. Bulk Products: Minimum one pint, maximum one gallon for liquids; minimum one pound, maximum three pounds or minimum one cubic foot, maximum one cubic yard, as applicable for solids.

1.9 MANUFACTURER'S INSTRUCTIONS

- A. When required by individual Specification Sections or by the Engineer during submittal reviews, submit six (6) printed copies and one electronic copy in .pdf format of manufacturers' instructions for delivery, storage, assembly, installation, start-up adjusting, field testing and finishing.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.
- C. Maintain copies of manufacturers' installation instructions and recommendations in the Contractor's field office for review, regardless of whether such submittals are requested.

1.10 MANUFACTURER'S CERTIFICATES

- A. Submit certificates, in duplicate.
- B. Submit on 8-1/2" by 11" white paper.
- C. The Engineer will retain certificates; no approval reply is intended.
- D. The certificate shall state that:
  1. The equipment or system has been:
    - a. installed in accordance with the manufacturer's recommendations,
    - b. inspected by a manufacturer's authorized representative, and
    - c. serviced with the proper initial lubricants.
  2. Applicable safety equipment has been properly installed.
  3. The proper electrical and mechanical connections have been made.
  4. The equipment is ready for startup.
  5. Proper adjustments have been made and that the equipment or system is ready for plant startup and operation.

1.11 ACTION AND DISTRIBUTION

- A. Owner will return the submittals stamped "NO EXCEPTIONS TAKEN," "MAKE CORRECTIONS NOTED," "SUBMIT SPECIFIED ITEM(S)," "REVISE AND RESUBMIT" or "REJECTED."
  - i. When "NO EXCEPTIONS TAKEN" is indicated, the Contractor is advised that fabrication, manufacturer, or construction may proceed, providing it complies with the Contract Documents.
  - ii. When "MAKE CORRECTIONS NOTED" is indicated, the Contractor is advised that fabrication, manufacture, or construction may proceed, providing it complies with Owner's notations and the Contract Documents.
  - iii. Submittals returned with stamps as per Item (i) or (ii) above shall be considered as "Accepted Submittals".

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- iv. When other notation is indicated, the Contractor is advised that no work shall be fabricated, manufactured, or constructed until the Contractor makes a new submission in accordance with the procedures specified.
- B. The Contractor shall make additional copies of the accepted submittals and shall within three (3) calendar days from the date of receipt distribute one copy to its subcontractors, vendors, or manufacturers as applicable. Copies shall be made from the accepted copy bearing Owner's stamp of acceptance.
- C. The Contractor shall be responsible for recording work completed in accordance with approved submittals on the Record Drawings in accordance with the requirements of Section 01720.

1.12 USE OF SUBMITTALS

- A. Work shall be fabricated, constructed, and furnished in accordance with the Accepted Submittals. One copy of such Accepted Submittals shall be kept at the Project Site.
- B. The Contractor shall not use unacceptable submittals or submittal materials in the work.

**END OF SECTION**



**SECTION 01310**  
**PROGRESS SCHEDULES**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. This section includes the following:
  - 1. Definitions.
  - 2. Qualifications.
  - 3. Requirements.
  - 4. CPM Schedule Format.
  - 5. CPM Schedule Content.
  - 6. Cost Value for Activities.
  - 7. Updated Schedule.
  - 8. Activity Schedule.
  - 9. Revised Schedule.
  - 10. Progress Payments.
  - 11. Submittals.
  - 12. Adjustment of the Contract Time and Change Order.
  - 13. Early Completion Schedule.
  - 14. Daily Reports.

**1.2 DEFINITIONS**

- A. "CPM," is defined in "CPM in Construction Management" by James J. O'Brien, McGraw-Hill Company.
- B. "Float" is defined as the amount of time that a task in a project network can be delayed without causing a delay to subsequent tasks and/or project completion date.
- B. "Free Float" is defined as the amount of time that any activity can be delayed without adversely affecting any succeeding activity for the project completion.
- C. "Total Float" is defined as the amount of time that an activity can be delayed without adversely affecting the overall time for the project completion.
- D. "Negative Float" is defined as the amount of time that a task is delaying subsequent tasks or the project completion date.

**1.3 QUALIFICATIONS**

- A. The Contractor shall provide a Project Scheduler who shall be available for the duration of the Project. The Project Scheduler can be either an employee of the Contractor or a consultant and shall be approved by Owner. The Contractor shall submit an experience statement certifying that the Project Scheduler meets the following minimum qualifications:

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1. Project Scheduler shall have a minimum 5 years' experience working on construction projects and scheduled a minimum of three (3) projects using computerized CPM technique.
2. Project Scheduler shall be capable and experienced in using Primavera P6 Project Planner for Windows, SureTrak or MS Project.

1.4 REQUIREMENTS

- A. Within fifteen (15) calendar days after Notice To Proceed, the Contractor shall submit to Owner three (3) copies of the critical path progress (CPM) schedule showing in detail the proposed sequence of activities for approval. Failure to submit the CPM schedule within the required time frame shall constitute a breach of contract.
  1. Alternatively, the Contractor may initially submit three (3) copies of a preliminary progress schedule covering the first thirty (30) calendar days of the Contract within the five (5) calendar days after the Notice To Proceed and, subsequently, submit a complete CPM schedule and analysis for the entire Project within twenty-five (25) calendar days after the Notice To Proceed.
- B. The CPM schedule shall represent the Contractor's plan of operation performed within the specified Contract completion time and within the Contract Bid price. It shall represent a practical plan to complete the work. A schedule extending beyond the Contract completion time will not be accepted.
- C. The Contractor shall involve all subcontractors in the development, implementation, and updating process of its schedule. When completed with the proper format and content, the Contractor shall submit its CPM schedule and analysis to Owner for review and approval. If a resubmittal of the CPM schedule is requested by Owner, the Contractor shall revise the network diagram and resubmit the network diagram and the tabulated schedule, which addresses Owner's comments on the initial CPM submittal. The resubmitted network diagram and the tabulated schedule shall be approved or may be rejected and resubmitted again for further modification as required.
- D. Failure of the Contractor to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding Owner's acceptance of the CPM diagrams. Items missing from the schedule are assumed to be incidental work and not critical activities. If activities are found to be missing from the progress schedule after Owner's approval, the Contractor may submit a revised schedule to include these items. The revised schedule is subject to review and approval by Owner as described above. No extension of time will be granted because of errors or omissions on the schedule. It is the Contractor's responsibility to incorporate all necessary activities to cover the work required by the Contract Documents.
- E. The CPM schedule and analysis when accepted by Owner shall constitute the official project work schedule throughout the construction period. No alteration of the logic, duration of activities, etc. will be allowed without prior review and acceptance by Owner.
- F. All CPM activity time duration shall be specified in workdays excluding holidays to be identified by the Contractor. A maximum of five (5) days duration shall be given to each CPM construction activity. Any activity in excess of the ten days shall be broken down in detail so that each detail activity will not exceed the five days maximum duration.

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

- G. All constraints, dates and lags will require Owner's review and acceptance. All activities shall have succeeding activities except project completion. The Contractor shall demonstrate the necessity of having any dummy activities.
- H. Negative float will not be allowed on the CPM schedule on the initial submittal. Initial CPM schedule with negative floats shall be rejected immediately. The Contractor shall provide sufficient manpower (multiple crews) and maximize working hours (extended hours and/or weekend work) to perform the required work within the specified completion time and Bid Price.
- I. The CPM schedule's critical activities shall not exceed twenty five percent (25%) of the total number of activities unless the Contractor requests an exemption, in writing, due to the type of construction or other reasonable criteria. Owner will review the Contractor's written request for an exemption to the twenty-five percent (25%) critical path activity rule; if the exemption is beneficial to the Work and is reasonable, Owner may agree to the exemption at its discretion. Critical activities are those which have the least float.

### 1.5 CPM SCHEDULE FORMAT

- A. The CPM Schedule shall be prepared by the Contractor using any of the following computerized CPM Scheduling software programs:
  - 1. Primavera P-6 Project Planner
  - 2. Primavera SureTrak
  - 3. Microsoft Project

However, the Contractor shall provide an electronic copy to Owner which is compatible with Microsoft Project.

- B. The network diagram shall be a time-scaled graphic network diagram showing the critical path. The schedule shall be reproducible in Gantt chart and precedence diagram format. The graphic network diagram shall not be larger than 24" x 48".
- C. Tabulated Schedule: The tabulated schedule shall include the following information for each activity:
  - 1. Activity beginning and ending event numbers.
  - 2. Estimated duration in working days.
  - 3. Concise description of activity.
  - 4. Trade code (responsibility code including the Contractor, all subcontractors, Suppliers, and Owner).
  - 5. Early start date (ES) and early finish date (EF), calendar dated.
  - 6. Late start date (LS) and late finish date (LF), calendar dated.
  - 7. Actual start date and actual finish date, calendar dated.
  - 8. Total Float.
  - 9. Percent of project completed.
  - 10. Cost with a breakdown by labor, materials, equipment and overhead (Optional)
- D. Cost Loading: (Optional)
  - 1. The Contractor may submit a schedule of values for lump sum Bid items of Work broken down in accordance with the CPM schedule activities and submitted to Owner for review and approval. If approved by Owner the cost loaded CPM schedule may be used as the basis for monthly construction progress payments.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

2. Cost accounts on the progress schedule shall match the approved schedule of values on each activity. The total cost of all activities in the cost loaded CPM schedule must equal the total Contract Cost.
- E. Diskette: The Contractor shall furnish information of the schedule on a floppy disk (or CD) in a format using the Microsoft Project or format such that can be read by Project with the following software requirements.
1. Sorting the activities as required.
  2. Calculate the schedule as required in the updated schedule
  3. Include resource requirement as required.
  4. Inputting actual start and completion dates of completed activities.
  5. Inputting actual start dates and percent completion of activities in progress.
  6. Print the total and free float for each activity.
- F. Narrative Summary: A brief explanation listing the following minimum information for the CPM schedule:
1. Assumptions used including production quota for each activity or each crew.
  2. Number of shifts per day and the number of hours per shift.
  3. Cost estimate for each activity including labor, materials, equipment and overhead. The total of all activity costs shall equal the total construction Bid amount.
  4. Detailed description of the scope of each activity.
  5. Discussion to facilitate better understanding of the proposed schedule.
  6. List of abbreviated notation used on the network diagram.
- G. Additional Information: Provide the following computer-generated reports supplied with the project identification, schedule and run date, and type of sort on the first page.
1. List of all activities sorted by Total float including early start (ES), late start (LS), early finish (EF), late finish (LF), and Total Float duration.
  2. List of all activities sorted numerically including ES, LS, EF, LF, and Total Float duration.
  3. List of all activities sorted numerically including ES, LS, EF, LF, Total Float duration and Predecessor/Successor information of precedence network.
  4. List of activities on the critical path sorted numerically including ES, LS, EF, and LF.
  5. List of near critical activities (activities with total float less than four (4) working days) sorted numerically including ES, LS, EF, and LF.

#### 1.6 CPM SCHEDULE CONTENT

- A. The progress schedule shall be calendar-based (and cost-loaded at the Contractor's option) using a precedence method or arrow network diagram in the CPM format indicating the critical path for the execution of the work utilizing the entire Contract time.
- B. The network diagram(s) shall show the following activities:
1. Required approvals, permits, notices, etc. necessary for the Contractor's execution of the proposed work.
  2. Preparation of demolition drawings.
  3. Administrative activities, procedures, and subsidiary actions that will affect the critical path:
    - a. Submittal to and review by Owner of demolition drawings within the time limits noted in Section 01300 - Submittals.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

4. Rains days (inclement weather) as single day activity and list as last items activity on CPM schedule prior to substantial completion. As the days are utilized, the updated schedule will reflect the non-working days due to inclement weather.

1.7 COST VALUE FOR ACTIVITIES (Optional)

- A. The Contractor may establish a cost value for each activity in its CPM network so that monthly partial payments to the Contractor can be calculated on the basis of CPM-reported work in place. On all activities for which unit prices have been quoted in the Bid, all such cost values shall be based upon such prices. On all activities for which lump sum prices have been quoted in the Bid, all such cost values shall be based upon such prices as being incorporated into the Work. No additional or separate cost values shall be used for materials on the Site Project, but not yet incorporated.
- B. All cost value reports for networks activities shall be based upon the close of books as of the last day of each month, and the computer printout of such cost value of activities shall be submitted to Owner for review and approval not later than three days after the close of books date.
- C. Activities related to Change Orders shall be incorporated in the progress schedule. If the Change Order is critical, new activity(s) shall be added to the CPM network to represent the scope of work of that Change Order. This shall constitute a revised schedule and will not be in effect until it is approved by Owner. The new activity(s) shall also be cost loaded after any corresponding modification of the Contract takes place.
- D. The progress schedule shall include a grouped of one-month dummy activities that form a single path. This path will span throughout the entire project duration with one activity scheduled during each calendar month. Those activities will not be affected by the progress of the project because they will not be connected to any construction activities. Every one of those dummy activities will be loaded with the following costs:
  1. Cost of the Work related to non-critical Change Orders provided that a corresponding modification of the Contract has taken place.
  2. Cost of administrating of the work, field office Bid item, or mobilization.

1.8 UPDATED SCHEDULE

- A. The CPM schedule shall be updated monthly by the Contractor and submitted to Owner for review prior to progress payment application.
- B. Computer calculations of the updated schedule will be made starting from the current data date to the end of the project. Work completed shall be shown with actual start and finish dates for each activity. Work in progress shall be shown with the actual start date and the percentage completed for each activity.
- C. The CPM network diagram shall, at all times, represent the actual history of accomplishment of all activities as well as the Contractor's current projected plan for orderly completion of the work. The Contractor shall, at two-week intervals, evaluate work progress with Owner by reviewing the actual accomplishments since the previous update.
- D. The Contractor's two-week written evaluation of the critical path analysis shall show the following:
  1. Computer printout of the work completed with actual start and finish dates for

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

- each activity.
- 2. Critical path.
- 3. Percentage of each activity completed.
- 4. Anticipated completion time of entire work.
- 5. Description of problem areas.
- 6. Current and anticipated delaying factors and their impacts.
- 7. Explanation of corrective action taken or proposed.
- E. This updated schedule shall not have any change in the logic of the network or in the duration of activities. The latest, updated schedule shall be submitted with the monthly progress payment request showing all work completed as of that date.
- F. If the Contractor during the course of the construction desires to make changes in his/her method of operating and scheduling, he shall notify Owner in writing stating the reasons for the change. Any change to the schedule in the logic, order or sequence of work, duration activities, etc. shall constitute a revised schedule. A revised schedule will not be in effect until it is approved by Owner.
- G. The updated schedule shall have the same format and content as the initial CPM schedule and analysis for review and approval.

### 1.9 ACTIVITY SCHEDULE

- A. The Contractor shall prepare and submit at the weekly progress meeting, in sufficient quantities, on a bar chart format showing a three-week window of the following:
  - 1. Completed activities for last week
  - 2. Schedule activities for the next two weeks
  - 3. Correlation to appropriate CPM schedule node or activity identification
  - 4. Detailed information including all minor elements, subactivity, or work phases for the major activity.

### 1.10 REVISED SCHEDULE

- A. The Contractor shall submit to Owner a revised critical path schedule with its evaluation whenever a schedule revision is requested or any of the following occurs:
  - 1. A change order affects the completion date or the sequence of the activities;
  - 2. Progress of any critical activity falls significantly behind schedule;
  - 3. Delay on a non-critical activity changes the course of the critical path; or
  - 4. The Contractor elects to change any sequence of activities affecting the critical path.

### 1.11 PROGRESS PAYMENTS

- A. Unless otherwise mutually agreed, the Contractor shall prepare and submit monthly progress payment requests for work completed through the last day of the month.
- B. If the Contractor elects to develop and submit a cost-loaded CPM Schedule to validate the monthly progress payment request, then payment request shall be based on the breakdown of activities and costs submitted by the Contractor as specified under this Section. All monthly construction progress payment requests shall be submitted in such format if the Contractor selects the use of cost-loaded CPM Schedule to validate its payment requests. If this method of progress payment validation is selected at the

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

commencement of the Work, the Contractor shall retain and maintain the cost-loaded CPM Schedule for the duration of the Project.

- C. Owner will review progress payment requests and make a determination of the percent completion of all activities (rounded to the nearest whole percent) based on approximate measurement of all materials incorporated and work performed.

1.12 SUBMITTALS

- A. The CPM schedule prepared by the Contractor shall be used for planning, organizing, directing, controlling and reporting all work required by the Contract Drawings and Specifications.
- B. Therefore, the timely submission of the following is required:
  - 1. Three (3) copies of the CPM schedule within fifteen (15) calendar days after Notice to Proceed.
  - 2. Updated schedule on a monthly basis within three (3) working days after update date as established by Owner.
  - 3. Activity schedule on a weekly basis at the progress meeting;
  - 4. Revised schedule within five (5) working days when requested by Owner.
  - 5. Resubmittal of any rejected CPM schedule, updated schedule, or revised schedule within five (5) working days after receipt of a returned schedule marked "RESUBMIT".
- C. Failure to comply with timely submission of any one of the above schedules will be just cause to withhold the Progress Payment of any portions thereof by Owner.

1.13 ADJUSTMENT OF THE CONTRACT TIME AND CHANGE ORDER (Reference to Section 01035)

- A. Adjustments of the Contract Time due to delays, additional work, or any other cause will only be issued through a Change Order and only for causes specified in the Contract Documents.
- B. In the event the Contractor requests an adjustment of the Contract Time, the Contractor shall furnish such justification, progress schedule data, and supporting evidence as Owner may request, for a determination as to whether or not the Contractor is entitled to an adjustment of the Contract Time.
- C. The progress schedule shall clearly indicate that the Contractor has used, in full, all the Float Time available for the work involved in the request.
- D. Total Float and Free Float are not for the exclusive use or benefit of either Owner or the Contractor, but are a resource available to both parties. The Contractor shall not be entitled to additional compensation due to schedule impacts for work performed pursuant to a Change Order that extends the Contract beyond the scheduled completion date, but not beyond the Contract Time.
- E. Owner's determination as to the adjustment of the Contract time will be based upon the latest version of the progress schedule accepted at the time of the alleged delay, and all other relevant information.
- F. Actual delays in activities, which, according to the progress schedule, do not affect the critical path work, will not be the basis for an adjustment to the Contract time.

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

- G. No Contract time extensions will be allowed for Contract change orders for which there are concurrent Contract work delays, unless the excusable delays affect the critical path in the schedule and after all available float has been used.
- H. The Contractor shall include, as part of each change order request for which he is requesting an adjustment in the Contract duration, a sub network showing logic revisions, duration changes, and cost changes for the work in question and its relationship to other activities on the Progress Schedule. The Contractor shall incorporate each Change Order into the updated schedule.
- I. Owner will, within five (5) working days after receipt of such request and supporting evidence, review the facts and advise the Contractor in writing of its decision.
- J. The new progress schedule, if accepted by Owner shall be in compliance with the requirements under "Revised Schedule" as defined within this section.
- K. Where Owner has not yet made a final determination as to the adjustment of the Contract time, and the parties are unable to agree to the amount of the adjustment to be reflected in the Progress Schedule, the current schedule will be in effect and be updated regularly every month until a revised schedule is agreed and approved by Owner.

### 1.14 EARLY COMPLETION SCHEDULE

- A. The Contractor may provide a progress schedule which contains a schedule completion date earlier than the time allowed for completion of work as specified in these Specifications.
- B. If the Contractor submits an early completion schedule, the Contractor agrees to the following:
  - 1. The time difference between the Contractor's early scheduled completion date and the Contract completion date will be considered an absolute float.
  - 2. The absolute float is not for the exclusive use of benefit of either Owner or the Contractor, but is a resource available to both parties on a first needed basis.
  - 3. The Contractor's original Bid has included all cost for the full duration of the Project from the start date through the official Contract completion time. Specifically, the Contractor has provided through its Bid the overhead cost including field office, home office, other off-site yard, and extended overhead cost for the duration of the absolute float between its early scheduled completion date and the Contract completion date in its Bid items on the Schedule of Bid Prices .
  - 4. If Owner requires additional work through change order which will be done after the early schedule completion date and prior to the official Contract completion date of the Contract, then the Contractor agrees that no additional monies will be paid beyond the direct cost related to those change orders.

### 1.15 DAILY REPORTS

- A. The Contractor shall submit daily activity reports to Owner for each workday, including weekends and holidays, when worked. Shall include:
  - 1. Project name and 'Project number, and Contract number.
  - 2. The Contractor's name and address.
  - 3. Weather, temperature, and unusual site conditions.
  - 4. Brief description and location of the day's work activities and special problems and accidents, including work of subcontractors.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

5. Worker quantities for its own work force and for subcontractors of any tier with separate minority, female, race, and worker classification breakdowns.
  6. Equipment, other than hand tools, utilized by the Contractor and subcontractors.
- B. The Contractor shall submit the reports in format acceptable to Owner. The report shall be based on each scheduled activity.

**END OF SECTION**



**SECTION 01400**  
**QUALITY CONTROL**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. The Contractor's Quality Control Services
  - 2. Inspection of the Work
  - 3. Inspection and Laboratory Testing Service
- B. Related Sections:
  - 1. Section 01700 – Contract Closeout

**1.2 THE CONTRACTOR'S QUALITY CONTROL SERVICES**

- A. Verify all dimensions in the field and check all field conditions continuously during construction.
- B. Inspect related and appurtenant work and report in writing to Owner all conditions which will prevent proper completion of the work in accordance with the requirements of the Contract Documents.
- C. Perform all required removal, repair, or replacement caused by unsuitable conditions at no cost to Owner.
- D. Record all changes and modifications to the Contract work as required by site conditions and inspections in accordance with the requirements of Section 01720 - Project Record Drawings.

**1.3 INSPECTION OF THE WORK**

- A. Owner's Testing and Inspection: Where specified, Owner will provide the services of a qualified materials testing laboratory and inspectors to supervise the preparation of samples and to perform all inspections and testing required by the governmental agencies having jurisdiction or specified in individual specification sections. Owner may test or inspect the production of material or manufacture of products at the source of supply.
  - 1. Review Owner approved Drawings and technical specifications for inspection and testing requirements which may be noted.
  - 2. Cooperate with, and provide access and assistance to, Owner in making the necessary tests and inspections.
  - 3. Notify Owner's inspector at least 24 hours, but not longer than 72 hours, in advance of performing work requiring test or inspection.
  - 4. If observation or testing is required outside the nine Bay Area counties, the Contractor shall bear the travel-related costs, including transportation, lodging, meals, long-distance telephone calls and facsimile transmittals, and associated expenses of Owner and Owner's consultants.
  - 5. The Contractor shall prepare and submit a summary log of all submitted request for inspection.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Retesting Costs: Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by Owner. Pay for all costs for such retesting at no additional cost to Owner.
- C. The Work shall be conducted under the general observation of Owner and shall be subject to inspection by representatives of Owner and/or government agencies having jurisdiction to assure compliance with all requirements of the Contract Documents.
- D. The Contractor shall provide access to the work for representatives of the Environmental Protection Agency (EPA), the State of California Water Resources Control Board, the Regional Water Quality Control Board, representatives of the City and other agencies designated by Owner, wherever Contract work is in preparation or in progress.

1.4 INSPECTION AND TEST REPORTS

- A. Certified inspection and test reports of Owner's and the Contractor's laboratories and agencies shall be furnished and distributed as follows:
  - 1. One copy to Owner.
  - 2. One copy to the Contractor.
  - 3. One copy to the Contractor's affected subcontractor or supplier.
  - 4. One copy directly to each appropriate governmental agency as directed.
- B. Report Data: The Contractor written reports of each inspection, test or similar service shall include, but not be limited to:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Building Permit Application Number, as applicable.
  - 4. Name, address and telephone number of testing agency.
  - 5. Dates and locations of samples and tests or inspections.
  - 6. Names of individuals making the inspection or test.
  - 7. Designation of the Work and test method.
  - 8. Identification of product and Specification Section.
  - 9. Complete inspection or test data.
  - 10. Test results and an interpretation of test results.
  - 11. Ambient conditions at the time of sample-taking and testing.
  - 12. Comments or professional opinion as to whether inspected or tested Work complies with Contract Documents.
  - 13. Name and signature of laboratory inspector.
  - 14. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualifications for Testing Agency: Where specified, the Contractor shall engage and pay for inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
  - 1. Each independent inspection and testing agency engaged on the Project by the Contractor shall be authorized by authorities having jurisdiction to operate in the State of California.

**END OF SECTION**



**SECTION 01500**  
**ENVIRONMENTAL COMPLIANCE**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This document includes information on environmental compliance requirements applicable to Work.
- B. Contractor shall, at all times and for the duration of the project, maintain full and constant compliance with the Supplemental Attachments A, B, C, D, E, F, G, and H contained within this SECTION 01500. Any notices to comply, notices of violations, fines or penalties issued by any regulatory agency will be borne and/or paid by the Contractor. Schedule delays caused by non-compliance with the above referenced Supplemental Attachments shall be the borne by the Contractor and costs associated with these delays will not be passed on to the Owner.
- C. Contractor shall perform work in accordance with all applicable laws and regulations, the Contract Documents, and including but not limited to the attached Asbestos Dust Mitigation Plan and the Environmental Mitigation Measures for the Hunters Point Shipyard Redevelopment Project, Parcel A Infrastructure.
- D. Contractor shall further perform work in accordance with the attached 2013-2014 SWPPP Updates (Amendments Nos. 001 & 002) dated March, 7, 2014 as prepared by ENGEO including, but not limited to, all responsibilities relating to the installation of erosion control, and monitoring and maintenance of BMP's. The Contractor shall also inherit those erosion control measures installed during the grading phase for their benefit. The Contractor is encouraged to perform a site visit prior to submission of bid to assess the extent of any remaining erosion control measures installed during the grading phase. The Contractor shall be responsible for returning site areas outside of the limits of work shown on the Project Drawings to the exact condition as they existed at the time of commencement of the infrastructure construction including, but not limited to, site grades, soil properties and compaction, hydroseeding and/or bonded fiber matrix, and any other erosion control measures.

**1.2 NOTICE OF HAZARDOUS WASTE OR MATERIALS CONDITIONS**

- A. Contractor shall give Notice in writing to the Owner promptly before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance of any:
  - 1. Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a state permitted Class I, Class II, or Class III disposal facility in accordance with provisions of existing law.
  - 2. Other material, which may present a substantial danger to persons or property, exposed thereto in connection with Work at the site.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive materials.
- C. In response to Contractor's written notice, the Owner will investigate the identified conditions.
- D. If the Owner determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the Owner shall so notify Contractor in writing, stating reasons. If the Owner and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with Work as directed by the Owner.
- E. If after receipt of notice from the Owner, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then Owner may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or Owner may invoke its rights to terminate the Contract in whole or in part. Owner will determine entitlement to, or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.
- F. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

1.3 ADDITIONAL WARRANTIES AND REPRESENTATIONS

- A. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- B. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- C. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Contractor accepts the risk that any specified procedure will result in a completed project in full compliance with the Contract Documents.

- D. Contractor represents and warrants that it has been provided with a copy of the Environmental Mitigation Measures for the Hunters Point Shipyard Redevelopment Project, Parcel A Infrastructure, and the Final Environmental Impact Report for Reuse of Hunters Point Shipyard, February 2000, and is familiar with all mitigation measures applicable to the Work or completed Work contained therein, and the Contractor shall comply with all such mitigation measures, including those referenced in Supplemental Attachment "H" to Section 01500.

1.4 MONITORING AND TESTING

- A. Owner reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- B. Contractor acknowledges that Owner has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that Owner shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event OWNER elects to perform these activities and tests, Contractor shall afford OWNER ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by Owner in the Contract Price and the Scheduled Completion Date.
- C. Notwithstanding Owner's rights granted by this paragraph, Contractor shall retain its own certified industrial hygiene consultant and shall have primary responsibility for collecting samples and performing all applicable, relevant, or appropriate activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, required or suggested by the Contract Documents, the law, or both, and Owner reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work.

1.5 COMPLIANCE WITH LAWS

- A. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- B. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1. The protection of the public health, welfare and environment;
2. Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
3. The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
4. The protection of environmentally sensitive areas such as wetlands and coastal areas.

1.6 DISPOSAL

- A. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. Owner may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- B. Contractor shall develop and implement a system acceptable to Owner to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that Owner may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- C. Contractor shall provide Owner with the name and address of each waste disposal facility prior to any disposal, and Owner will have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which OWNER has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the Owner.

1.7 PERMITS

- A. Before performing any of the Work and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to Owner that it and any disposal facility.
  1. Contractor shall have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
  2. are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to Owner. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying Owner in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising there from.

- B. In the case of any permits or notices held in Owner's name or of necessity to be made in Owner's name, OWNER shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for Owner review and execution upon approval, all necessary applications, notices, and other materials.

1.8 INDEMNIFICATION

- A. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

1.9 TERMINATION

- A. Owner shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.



**SECTION 01500A—SUPPLEMENTAL “A”**  
**TRANSPORTATION AND DISPOSAL PLAN**

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*Final*

# **Transportation and Disposal Plan Parcel A' Phase I Development Hunters Point Shipyard**

Prepared for  
**Lennar/Bayview Hunters Point**

April 2005

**CH2MHILL**  
155 Grand Avenue Suite 1000  
Oakland, California 94612



# Contents

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<b>Contents.....</b>	<b>ii</b>
----------------------	-----------

<b>Acronyms .....</b>	<b>iii</b>
-----------------------	------------

<b>1.0</b>	<b>Introduction.....</b>	<b>1-1</b>
1.1	Document Objective.....	1-1
1.2	Site Description.....	1-1
1.3	Site History .....	1-2
1.4	Phase I Scope of Work .....	1-2
1.5	Certification.....	1-2
<b>2.0</b>	<b>Waste Transportation and Disposal.....</b>	<b>2-1</b>
2.1	Characteristics of Waste .....	2-1
2.2	Waste Source .....	2-1
2.3	Estimated Waste Quantity .....	2-1
2.4	Applicable Regulations for Waste Transportation .....	2-2
2.5	Destination of Waste .....	2-2
	2.5.1 Facility Identification – California or RCRA Hazardous.....	2-2
	2.5.2 Facility Identification – Non-hazardous .....	2-3
2.6	Transportation Mode .....	2-3
	2.6.1 Vehicle and Container Description and Capacity .....	2-3
	2.6.2 Transporter Registration .....	2-3
2.7	Route to Highway .....	2-4
2.8	Transportation Hours .....	2-4
2.9	Hazardous Road Conditions .....	2-4
2.10	Verification of Route Non-restriction by CHP .....	2-4
2.11	Number of Vehicles per Day .....	2-4
2.12	Traffic Control and Loading Procedures .....	2-4
2.13	Recordkeeping .....	2-5
	2.13.1 Field Record .....	2-5
2.14	Bill of Lading Procedures for Non-Class 1 Material.....	2-6
2.15	Hazardous Waste Manifesting Procedures .....	2-6
	2.15.1 Preparation and Handling of Waste Manifests.....	2-6
	2.15.2 Driver’s Record .....	2-8
	2.15.3 Plan Distribution .....	2-8
2.16	Health and Safety .....	2-9
2.17	Emergency Response .....	2-9
<b>3.0</b>	<b>References .....</b>	<b>3-1</b>

## Attachments

- 1 Haul Route Plan
- 2 Parcel A’ Hunters Point Shipyard Daily Log

# Acronyms

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BMP	Best Management Practice
CCR	California Code of Regulations
CFR	Code of Federal Regulation
CHP	California Highway Patrol
DTSC	Department of Toxic Substances Control
HPS	Hunters Point Shipyard
RCRA	Resource Conservation and Recovery Act
TSDF	Transportation, storage, and disposal facility
USEPA	United States Environmental Protection Agency

# 1.0 Introduction

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## 1.1 Document Objective

The objective of the transportation and disposal plan is to handle, transport, and dispose of all materials according to the pertinent regulations in an environmentally sound and safe manner. This plan is submitted by Lennar/Bayview Hunters Point to the City and County of San Francisco as part of the building permit application process for upcoming subsurface activity at the Hunters Point Shipyard (HPS) Parcel A in San Francisco, California.

CH2M HILL prepared this transportation and disposal plan (T&DP) in accordance with the requirements of the permit review process established in Article 31, Sec. 3121 of the City and County of San Francisco Health Code, and in accordance with the Department of Toxic Substances Control document, *Guidance for Developing Transportation Plans for Removal or Remedial Actions*, dated May 19, 1994.

This plan has been prepared as a master plan for the Hunters Point Parcel A' Phase I development project. The purpose of this plan is to meet the requirements of the permit process established in Article 31 of the City and County of San Francisco Health Code, satisfy other applicable regulations, and provide a framework for the contractors performing work at the site. This plan is not intended to provide an exhaustive list of requirements but establishes minimum standards for the work being performed. The contractor must prepare and submit for review prior to commencing work, an activity-specific transportation and disposal plan that meets the general standards of this plan and state and local requirements and describes the training, procedures, and documentation that will be implemented to comply with the requirements of this plan and other pertinent regulations.

## 1.2 Site Description

Parcel A consists of Parcel A-1 (also known as Parcel A East) and Parcel A-2 (also known as Parcel A West) of the Hunters Point Shipyard, as defined in two separate Quitclaim Deeds both recorded on December 3, 2005. Parcel A is approximately 75 acres and is located in the northern portion of the HPS, as depicted in Figure 1 (Attachment 1). Currently, approximately 64 buildings are present on Parcel A, 45 of which are former residences. In addition to the 64 buildings, the foundations of 43 former structures are also located in Parcel A. Parcel A contains storm drains, steam lines, a sanitary sewer system, electrical transformers, and an active natural gas distribution system that serves Buildings 915 and 916. Asphalt, buildings, or other structures cover most of the lowlands. Open space at Parcel A is vegetated or bare soil. The Phase I horizontal development project will be confined to Parcel A' Hilltop and Parcel A' Hillside, as shown in Figure 1, Attachment 1.

## 1.3 Site History

Multiple environmental investigations have been performed at HPS Parcel A. Between 1984 and 1993 facility-wide, initial preliminary assessments were conducted at HPS. In 1995, the Navy performed a remedial investigation of Parcel A to characterize the nature and extent of constituents in soil within the parcel. United States Protection Agency (USEPA), the DTSC, and the Regional Water Quality Control Board concurred with the findings of the Parcel A investigations and signed the Parcel A Record of Decision in November 1995. The Parcel A Record of Decision approved by the USEPA and co-regulatory agencies, is the decision document demonstrating that the Navy has taken all necessary remedial actions to comply with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980. A final Finding of Suitability to Transfer for Parcel A, which documented completion of the National Environmental Policy Act process, was signed in October 2004.

## 1.4 Phase I Scope of Work

Parcel A' Phase I construction will develop the horizontal infrastructure to support later development. The work will consist of demolition of existing structures and utilities, mass site grading, and construction of infrastructure including utility system upgrades and roads.

## 1.5 Certification

In accordance with the requirements of Article 31, this plan has been prepared under the supervision of a professional engineer registered in the State of California.

## 2.0 Waste Transportation and Disposal

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### 2.1 Characteristics of Waste

The contractor is responsible for characterization of the waste prior to transportation and disposal. Characterization for disposal shall be in accordance with the requirements of Title 22 of the California Code of Regulations, Division 4.5, Chapter 11 and the requirements of the disposal facility. Characterization for transportation shall additionally be in accordance with Title 49 of the Code of Federal Regulations, Parts 172 and 173. The contractors shall document waste characterization in their activity-specific Transportation and Disposal Plans.

The waste to be transported may be characterized as belonging to one of three categories:

- Category 1: California Hazardous
- Category 2: Resource Conservation and Recovery Act (RCRA) Hazardous
- Category 3: Non-hazardous

These disposal categories determine which disposal facilities can accept the waste, as described in more detail below.

In addition, pursuant to Mitigations Measure 8.A, regarding naturally-occurring asbestos, excavated material containing greater than 1 percent asbestos by weight, shall be characterized, transported and disposed in compliance with applicable state and federal hazardous waste management laws.

### 2.2 Waste Source

The known sources of waste are demolition wastes including regulated asbestos-containing materials and lead-based paint-containing materials. In addition, potential waste sources consist of abrasive blast material, soil containing lead-based paint, and naturally-occurring asbestos-containing material.

### 2.3 Estimated Waste Quantity

The contractor is responsible for providing an estimate of the amount of demolition waste to be hauled off site. The potential quantity of soil containing lead-based paint will be determined by sampling and analysis during construction, as described in the *Sampling and Analysis Plan for the Evaluation of Lead-based Paint in Soil* (CH2M HILL 2005a).

Abrasive blast material, if encountered, will be managed in accordance with the *Contingency Plan for Management of Abrasive Blast Material and Unknown Hazardous Materials* (CH2M HILL 2005b). The potential volume of abrasive blast material is unknown. It is anticipated that the ABM will be removed and transported off site by the Navy's contractor.

## 2.4 Applicable Regulations for Waste Transportation

The contractor is responsible for complying with all applicable regulatory requirements listed as well as other applicable federal, state, or local laws, codes and ordinances, which govern or regulate transportation of wastes (including but not limited to Department of Transportation-HM 181 as per 49 Code of Federal Regulations [CFR] 172).

The following regulations are applicable to the management of the waste material generated from the construction activities:

- USEPA ( 40 CFR Parts 260-265)
- Department of Transportation (49 CFR Parts 100-199)
- California Code of Regulations(CCR) (Title 22)
- California Highway Patrol (CHP)
- DTSC
- Uniform Fire Code
- Occupational Safety and Health Administration

## 2.5 Destination of Waste

Hazardous and non-hazardous waste will be disposed only at a certified and permitted California landfill or an equivalent out-of state landfill.

The contractor is responsible for the selection of a facility acceptable to the owner's representative.

The list of facilities provided below is to be used as an example of available disposal sites. This list is not intended to be a disposal site selection.

### 2.5.1 Facility Identification – California or RCRA Hazardous

All wastes designated as California hazardous or RCRA hazardous will be hauled to one of the following landfill facilities:

- Waste Management Kettleman Hills  
35251 Old Skyline Road  
Kettleman City, California 93239  
888/543-9646
- Safety-Kleen  
2500 Lokern Road  
Buttonwillow, California 93206  
661/762-7372
- Safety-Kleen  
5295 South Garvey Road  
Westmoreland, California 92281  
760/344-9400

The contractor may identify an alternate facility if desired, but must submit the contact information to the site engineer for approval prior to hauling waste.

## 2.5.2 Facility Identification – Non-hazardous

All waste not designated as California Hazardous or RCRA Hazardous will be designated non-hazardous and hauled to one of the following landfill facilities:

- BFI Ox Mountain  
12310 San Mateo Road  
Half Moon Bay, California 94019
- WMI Kirby Canyon  
910 Scheller Ave.  
Morgan Hill, California  
408/779-2206
- WMI Altamont  
10840 Altamont Pass Road  
Livermore, California 94550  
925/449-6349
- WMI McKittrick Waste Disposal Site  
56533 Highway 58 West  
McKittrick, California 93251
- WMI Redwood Landfill  
8950 Redwood Highway  
Novato, California 94945

The contractor may identify an alternate facility if desired, but must submit the contact information to the site engineer for approval prior to hauling waste.

## 2.6 Transportation Mode

Trucks will transport all soil removed from the site.

### 2.6.1 Vehicle and Container Description and Capacity

The contractor is responsible for providing vehicle and container description and capacity.

### 2.6.2 Transporter Registration

All hazardous materials/waste transporters are required to possess a valid Hazardous Substance Removal Certification granted by the State of California, Contractor's State License Board; a valid Department of Transportation Hazardous Materials Certificate or Registration; and all other required certifications and insurance.

The transporters are required to use the uniform hazardous waste manifest form DTSC Form 8022A and/or USEPA Form 8700-22, aka the manifest).

## 2.7 Route to Highway

Current project drawings prepared by Korve Engineering (Figure HR-1 in Attachment 1) show the primary truck route for vehicles traveling from the site to Highway 280 southbound. Vehicles will exit the site directly from Donahue Street. When leaving the site, trucks will turn right on Innes Avenue, then bear right on Hunters Point Boulevard then continue ahead on Evans Avenue, turning right on 3<sup>rd</sup> Street, left on Cesar Chavez, then right on Pennsylvania Avenue to the southbound onramp to Highway 280. Trucks with a destination north on Highway 101 will remain on Cesar Chavez after the crossing under Highway 280 and proceed to make a right turn onto the entrance ramp to Highway 101 northbound.

To reach the site from Highway 101 northbound (as shown on Figure HR-1), trucks will take the eastbound Cesar Chavez exit, turn right on 3<sup>rd</sup> Street, left on Evans Avenue, then proceed as shown along Hunters Point Boulevard and Innes Avenue to the main site gate on Donahue Street. Trucks approaching from 101 southbound will take the eastbound Cesar Chavez exit and proceed as described above.

The contractor is responsible for confirming this truck route.

## 2.8 Transportation Hours

Trucks will be allowed to enter and leave the site during daylight hours.

## 2.9 Hazardous Road Conditions

No trucking will be conducted under inclement weather conditions such as heavy rains, bad visibility, high winds, etc.

## 2.10 Verification of Route Non-restriction by CHP

The contractor is responsible for the verification of CHP road restrictions.

## 2.11 Number of Vehicles per Day

The contractor is responsible for providing the total number of vehicles needed per day.

## 2.12 Traffic Control and Loading Procedures

The contractor is responsible for providing drawings designating the following locations: the temporary stop location for truck drivers who arrive prior to the loading schedule, the designated loading area, the truck-load weighing area, the truck decontamination area, and the exit procedures.

The soil will be loaded using a tire loader. The truck carrying the excavated material will be loaded so that soil does not extend above the walls of the truck bed and there is no leakage from any vehicle. Truck drivers will stay in the trucks while loading is in progress in order



to minimize the potential for exposing the driver to dust while the loading proceeds. Gentle loading will be performed to minimize the potential for spill or dust creation. Water spraying will be implemented to suppress potential dust while loading. No loading will be performed during unfavorable weather conditions (high winds or storms). Additional requirements for dust control are provided in the Dust Control Plan.

From the loading area, the driver will proceed to the staging area where hazardous material will be covered. Hazardous loads shall be tightly covered to prevent soils from spilling over the sides and back of the trucks. Nonhazardous materials will be handled in accordance with the best management practices (BMPs) defined in the SWPPP and Dust Control Plans. It is preferred that trucks transporting soil off site remain on paved roadways or drive onto geotextile-type fabric so that the tires do not pick up soil. If this is not possible, the truck will proceed to the tire washing/cleaning station.

The tire washing/cleaning station will be installed according to the provisions of the Dust Control Plan and the Stormwater Pollution Prevention Plan. Under no circumstances will a truck be allowed to leave the site without performing tire inspection and cleaning procedures. Trucks transporting soil off site shall not be allowed to track soil off the construction site.

Following washing/cleaning procedures, all trucks will pull forward to an inspection location prior to exiting the site. At this location all trucks will be inspected by a qualified individual and will receive the necessary paperwork. The inspection will include visual checking of tire conditions, latches, proper covering, placarding, and hauling documents. The inspection results will be logged in the daily construction logs.

A bill of lading will be prepared, in accordance to section 2.14 of this report, for all non-hazardous soil designated to be hauled to a non-hazardous landfill facility.

For hazardous wastes (RCRA, California Hazardous), a Uniform Hazardous Waste Manifest will be prepared in accordance to section 2.15.1 of this report.

## 2.13 Recordkeeping

### 2.13.1 Field Record

A daily log will be maintained by the resident engineer, in which the following information will be recorded for each load:

- Date of loading
- Time of loading
- Vehicle identification
- Truck driver's name
- Trucking company/transporter's name
- Approximate weight of load
- Comments or remarks
- Excavation date
- Location of excavation
- Excavated soil quantity
- Soil type
- Bill of lading or manifest number
- Landfill's name

A sample daily log has been provided as Attachment 2 of this report.

## 2.14 Bill of Lading Procedures for Non-Class 1 Material

A bill of lading will be prepared by the contractor to be submitted to the Resident Engineer by the end of the workday. This bill of lading will address each day's off-haul activities per vehicle for all excavated non-hazardous waste material loads for off-site transportation and disposal purposes.

Each bill of lading shall be numbered and consist of four identical (but different-colored) copies. The first copy will be signed by the driver and the Resident Engineer (after the truck is covered) and will be retained by the Resident Engineer before the truck leaves the site. The next three copies will be signed by the receiving facility after the waste excavated soil has been weighed and accepted. The contractor is responsible for giving back the second copy to the Resident Engineer after the landfill operator has signed it. The landfill will retain the third copy, and the contractor will retain the fourth copy.

The bill of lading shall contain:

1. Name, address and phone number of the transport company.
2. Name of the driver, a dated signature from the driver, vehicle license number, and trip number.
3. Weight as recorded at the landfill of waste excavated material.
4. Date of transport.
5. Original location of the excavated material (street location and cross streets).
6. Name, address and phone number of the receiving facility i.e., disposal facility. A dated signature from the receiving facility.
7. Name, address and phone number of the generator, project name and specification number.
8. A copy of each bill of lading and a certified weight ticket is an indication of the weight of the shipment, which has been received at the disposal facility. The Contractor shall furnish such information to the Engineer so payment can be made as per specification.
9. The transporter shall sign and date the bill of lading indicating that he or she has accepted the load described in the bill of lading on that particular day for that particular trip.

## 2.15 Hazardous Waste Manifesting Procedures

The Contractor is responsible for furnishing all labor, materials, equipment, and incidentals required to transport those materials identified as hazardous waste for the purpose of disposal.

### 2.15.1 Preparation and Handling of Waste Manifests

A Uniform Hazardous Waste Manifest will be generated for each load, to accompany the load to the disposal facility. Both the generator's representative and the truck driver will

sign the manifest. The Resident Engineer will retain the generator's copies of the manifest in the project folder for reconciliation with the manifests from the treatment, storage, and disposal facility (TSDF) upon receipt of the waste. The generator's blue copy of the hazardous manifest will be sent to DTSC within 30 days, in accordance with State law.

The contractor is responsible for providing and preparing the waste manifests and landfill profiles for each shipment of hazardous wastes from the site. The hazardous waste manifest and/or waste profiling and/or landfill service agreements have to be prepared and have to be approved by the landfill in advance of the off-haul. The contractor is responsible for consulting with the Resident Engineer for local requirements in filling out the forms.

The manifest should include a description of the contents of each truck carrying materials to the waste disposal site, including the weight of the waste materials. Weight, not volume, shall be used to measure waste quantities.

The contractor is responsible for preparing the manifest (on behalf of Lennar) in accordance with the applicable regulations under 40 CFR Parts 262 and 263 and 22 CCR Sections 66262 and 66263 (standards applicable to generators and transporters of hazardous waste)," including licensing, manifest system, record keeping, and discharges, and the "Mandatory City Information for the Manifest" listed below:

1. Manifest Item 1: The Generator's USEPA Identification (ID) Number for this Project (To Be Determined).

2. Manifest Item 3: Generator's Name and Mailing Address:

Owner Name  
Street Address  
City, State Zip

3. Manifest Item 4: Generator's Phone Number:

The Generator's Phone Number will be that of the Project Manager for the project.

4. Manifest Item 15:

The following information is mandatory:

Owner Name  
Project Name  
Project Location/Segment  
Specification No. For the Project  
Name of the Project Manager

5. Manifest Item B: The state generator's ID - Board of Equalization Number for this Project is To Be Determined.
6. Manifest Item I: The waste number for the State is To Be Determined for contaminated soil from site cleanups.
7. Manifest Item J: Include the following statement for soil disposal in Item J:

“Lennar applies for an exemption from the Board of Equalization Land Disposal Generator fees as per H&SC 25174.7, 25174.1, 25205.5 and 25345. The soils were excavated from beneath a public street.”

The Resident Engineer is responsible for providing a hazardous waste generator identification number for use on the manifest. The contractor is responsible for providing the State transporter ID and phone numbers.

The licensed transporter is responsible for signing and dating the manifest indicating that he/she has accepted the load described in the manifest on that particular day.

The owner employee (and not the contractor) is responsible for signing the manifest for the “generator” of the waste.

The contractor is responsible for notifying the Resident Engineer, 72 hours prior to off-haul, of all excavated material. Off-haul shall occur between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday (excluding city holidays). If the manifest and other forms above are to be signed by the Resident Engineer during periods other than the hours stipulated above, the contractor should give an additional 72-hour advance notice to the Resident Engineer.

The Resident Engineer is responsible for signing and keeping the generator’s copy (yellow) and the DTSC copy (blue) of the manifest and giving the remaining copies to the licensed transporter.

The licensed transporter is responsible for carrying the hazardous waste manifest with each truckload. Within 2 days of its return, the Contractor is responsible for providing the Resident Engineer with the completed waste manifest. The completed waste manifest shall be certified by the receiver of the waste shipment, confirming that the shipment was received at the waste treatment or disposal facility designated in the contractor’s bid and certifying the weight of the shipment.

In the event that a waste manifest is not returned within 35 days of shipment, the contractor is responsible for initiating follow-up and documenting the follow-up effort in writing with an Exception Report, in accordance with 40 CFR 262.42 and/or 22 CFR 66262.42. The Contractor is responsible for providing a copy of the exception report to the Resident Engineer.

### 2.15.2 Driver’s Record

The hazardous waste manifest (or bill of lading for non-hazardous debris) for each shipment is to be kept by the driver in the appropriate document pocket located in the driver’s door. The driver is responsible for handing over the manifest or the bill of lading at the TSDF gate for signature and processing by the TSDF. The TSDF is responsible for sending the white copy of the hazardous waste manifest to the DTSC and the yellow copy to the generator within 30 days.

### 2.15.3 Plan Distribution

The Contractor is responsible for giving each truck driver a copy of the waste transportation and disposal procedures which includes complete instructions describing the route to be traveled and special instructions for emergency procedures and contacts.

## 2.16 Health and Safety

The contractor is responsible for preparing and submitting an activity-specific health and safety plan for the work being performed. The contractor's health and safety plan shall include the health and safety training provided to its workers.

The health and safety plans will be reviewed in conjunction with this plan so that it can be used to provide training for each truck driver prior to the start of the project.

Each truck driver will be given a copy of the health and safety plans to review and acknowledge by signature as an integral part of this plan. An emergency contact list is located in the activity-specific health and safety plan.

## 2.17 Emergency Response

The activity-specific transportation and disposal plan prepared by the contractor shall include a contingency plan for accidental offsite releases. The contractor shall communicate this plan to emergency service organizations, law enforcement agencies, and transportation authorities that have jurisdiction along the proposed route. The contingency plan shall contain sufficient information for emergency service organizations to determine if evacuation is necessary. The contingency plan shall, at a minimum, include contaminant descriptions, a hazard analysis, and possible methods for the containment and cleanup of an accidental release.

### **In the event of a breakdown:**

The truck driver will arrange for repairs or emergency roadside service promptly. The truck driver will notify the transporter as soon as possible for any breakdown that results in lost time of delivery of the manifested load.

The transporter will notify the contractor immediately following the truck driver's notification.

The contractor will notify Lennar promptly following the transporter's notification.

### **In the event of an accident with no spillage of hazardous material:**

The truck driver will arrange for repairs or emergency roadside service promptly. The truck driver will notify local Fire Department, CHP, and Police at **911**.

Following emergency services notification, the truck driver, transporter, and contractor will follow the notification procedures outlined above.

The contractor shall provide the transporter with contact information to report the incident to Department of Health Services within 24 hours as specified in CAT Title 22, Section 66560: Accident Reports.

"Haulers of hazardous waste and operators of hazardous waste facilities shall report to the department by telephone or telegraph any incident within 24 hours of the time of occurrence, which results in or could result in a hazard to public health and safety, wildlife or domestic livestock, or could

result in the discharge of hazardous waste outside of a hazardous waste area designated in the operation plan. Department may require that a written report of the incident or accident be provided within 30 days.”

**In the event of an accident with spillage of hazardous waste material:**

The truck driver will perform the steps outlined above as well as inform the transporter to mobilize a cleanup crew. In addition, the truck driver, transporter, and contractor will follow the notification procedures outlined above.

Additional detail on procedures to be followed in the event of a spill will be provided by the contractor as part of a contingency plan required as a preconstruction submittal.

## 3.0 References

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- CH2M HILL. 2005a. *Sampling and Analysis for the Evaluation of Lead-based Paint in Soil, Parcel A' Phase I Development, Hunters Point Shipyard*. April.
- \_\_\_\_\_. 2005b. *Contingency Plan for Management of Abrasive Blast Material and Unknown Hazardous Material, Parcel A' Phase I Development, Hunters Point Shipyard*. April.

**Attachment 1**  
**Haul Route Plan**

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**Attachment 2**  
**Parcel A' Hunters Point Shipyard Daily Log**  
**(Example)**

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Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SECTION 01500B—SUPPLEMENTAL “B”**

**ENVIRONMENTAL HEALTH AND SAFETY PLAN (E-HASP)**

# CH2M HILL

## HEALTH AND SAFETY PLAN

*This health and safety plan is provided to address requirements of San Francisco Health Code, Article 31 and the Final Environmental Impact Report (FEIR) mitigation measure 7.E (Construction Contingency Plan) as an example of the activity-specific health and safety plan that will be prepared and submitted by each contractor before starting work on the site, as required in the project bid documents.*

### Contingency Procedures

In the event that unknown hazardous materials not previously identified in this HASP are encountered during the construction process, in addition to the procedures and notifications specified in Section 4 of the HASP, the following notifications will be made by the CH2M HILL project manager:

- Amy Brownell/SFDPH: 415-252-3967 or [amy.brownell@sfdph.gov](mailto:amy.brownell@sfdph.gov)

The *Contingency Plan for the Management of Abrasive Blast Material and Unknown Contaminants* will be implemented, which states the following:

- Work will be stopped
- DPH will be notified
- The area will be secured to prevent access
- The material will be sampled
- The material will be handled and disposed of in compliance with applicable laws and regulations
- Work will resume only after clearance of the area by DPH

This HASP will be updated as necessary to reflect the new conditions encountered.

## CH2M HILL FIELD SAFETY INSTRUCTIONS

These Field Safety Instructions (FSI) will be kept onsite during field activities and will be reviewed as necessary. The FSI will be amended or revised as project activities or conditions change or when supplemental information becomes available. The FSI adopts, by reference, the Standards of Practice (SOPs) in the CH2M HILL *Corporate Health and Safety Program, Program and Training Manual*, as appropriate. In addition, these FSI may adopt procedures from the project Work Plan. The Designated Safety Coordinator (DSC) is to be familiar with these SOPs and the content of these instructions. CH2M HILL's personnel and subcontractors must sign Attachment 1.

## Project Information and Description

**PROJECT NO:** 182122.SW.07

**CLIENT:** Lennar Communities

**PROJECT/SITE NAME:** Hunters Point Shipyard (HPS) Parcel A' Phase I Development

**SITE ADDRESS:** Hunters Point Shipyard, San Francisco, CA

**CH2M HILL PROJECT MANAGER:** Phil Burke

**CH2M HILL OFFICE:** Sacramento

**DATE FIELD SAFETY INSTRUCTIONS PREPARED:** 1/24/2005

**DATE(S) OF SITE WORK:** February – June 2005

### SITE SIZE

75 acres

### SITE TOPOGRAPHY

Hilly

### PREVAILING WEATHER

Mild Bay Area Temperatures ranging from 40 degrees to 80 degrees Fahrenheit

### SITE DESCRIPTION AND HISTORY

Parcel A encompasses approximately 75 acres and is located in the northern portion of the HPS. Currently, approximately 64 buildings are present on Parcel A, 45 of which are former residences. In addition to the 64 buildings, the foundations of 43 former structures are also located in Parcel A. Parcel A contains storm drains, steam lines, a sanitary sewer system, electrical transformers, and an active natural gas distribution system that serves Buildings 915 and 916. Asphalt, buildings, or other structures cover most of the lowlands. Open space at Parcel A is vegetation or bare soil.

Multiple environmental investigations have been performed at HPS Parcel A. Between 1984 and 1993, initial preliminary assessments were conducted facility-wide at HPS. In 1995, the Navy performed a remedial investigation of Parcel A to characterize the nature and extent of chemical contamination in the parcel. United States Environmental Protection Agency, the Department of Toxic Substance Control, and the Regional Water Quality Control Board concurred with the findings of the Parcel A investigations and signed the Parcel A Record of Decision in November 1995. The Parcel A Record of Decision approved by the United States Environmental Protection Agency and co-regulatory agencies is the decision document demonstrating that the Navy has taken all necessary remedial actions to comply with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980. A final Finding of Suitability to Transfer, which documented completion of the National Environmental Policy Act process, was signed in October 2004. Based on the Finding of Suitability to Transfer, the former housing areas within Parcel A are deemed suitable to transfer to a non-federal entity for unrestricted use as residential housing.

**DESCRIPTION OF SPECIFIC TASKS TO BE PERFORMED BY CH2M HILL:** stormwater sampling, surface soil sampling, air monitoring, and some construction oversight.

CH2M HILL's scope of work is likely to include the following in addition to the stormwater sampling:

- Surface soil sampling for lead-based paint in soil
- Surface soil sampling or bulk sampling (from a stockpile or backhoe bucket) of spent abrasive blast material (which may contain metals or low levels of radioactivity)
- Air sampling (particulates and naturally-occurring asbestos)
- Radiological screening of work areas
- Work around (but not inside) demolition/deconstruction of buildings where LBP and asbestos mitigation is being performed
- Oversight of construction activities (grading, excavation, concrete/rock crushing)

# 1 Project Organization and Responsibilities

## 1.1 Client

Contact Name: Gary McIntyre/Lennar, 415-995-4814

Facility Contact Name: David Wilkins/Lennar

Phone: Office: 415.995.4813 Cell: 707.246.1922

## 1.2 CH2M HILL

Project Manager: Phil Burke/SAC

Health and Safety Manager (HSM): Rick Cavi/SFO

Designated Safety Coordinator (DSC): Tyrone Evans/SJC

The DSC is responsible for verifying that the project is conducted in a safe manner including the following specific obligations:

- Verify these FSI are current and amended when project activities or conditions change
- Verify CH2M HILL site personnel and subcontractor personnel read these FSI and sign Attachment 1 “Employee Signoff Form” prior to commencing field activities
- Verify CH2M HILL site personnel and subcontractor personnel have completed any required specialty training (e.g., fall protection, confined space entry) and medical surveillance as identified in Section 2
- Verify compliance with the requirements of these FSI and applicable subcontractor health and safety plan(s)
- Act as the project “Hazard Communication Coordinator” and perform the responsibilities outlined in Section 2.2.2
- Act as the project “Emergency Response Coordinator” and perform the responsibilities outlined in Section 4
- Post OSHA job-site poster; the poster is required at sites where project field offices, trailers, or equipment-storage boxes are established; posters can be obtained by calling 800/548-4776 or 800/999-9111
- Verify that safety meetings are conducted and documented in the project file initially and as needed throughout the course of the project (e.g., as tasks or hazards change)
- Verify that project H&S forms and permits, found in Attachment 5, are being used as outlined in Section 2
- Verify that project activity self-assessment checklists, found in Attachment 6, are being used as outlined in Section 2

## 1.3 CH2M HILL Subcontractors

(Reference CH2M HILL SOP HS-55, *Subcontractor, Contractor, and Owner*)

Subcontractor: TBD

Subcontractor Contact Name:

Subcontractor Competent Person:

Telephone:

Subcontractor Task(s):

The subcontractors listed above are covered by this FSI and must be provided a copy of this plan. However, these instructions do not address hazards associated with the tasks and equipment that the subcontractor has expertise in (e.g., drilling, excavation work, electrical). Subcontractors are responsible for the health and safety procedures specific to their work, and are required to submit these procedures to CH2M HILL for review before the start of field work. Subcontractors must comply with the established health and safety plan(s). The CH2M HILL DSC should verify that subcontractor employee training, medical clearance, and fit test records are current and must monitor and enforce compliance with the established plan(s). CH2M HILL’s oversight does not relieve subcontractors of their responsibility for effective implementation and compliance with the established plan(s).

CH2M HILL should continuously endeavor to observe subcontractors’ safety performance. This endeavor should be reasonable, and include observing for hazards or unsafe practices that are both readily observable and occur in common work areas. CH2M HILL is not responsible for exhaustive observation for hazards and unsafe practices. In addition to this level of observation, the DSC is responsible for confirming CH2M HILL subcontractor performance against both the subcontractor’s safety plan and applicable self-assessment checklists. Self-assessment checklists contained in Attachment 6 are to be used by the DSC to review subcontractor performance.

Health and safety related communications with CH2M HILL subcontractors should be conducted as follows:

- Brief subcontractors on the provisions of this plan, and require them to sign the Employee Signoff Form included in Attachment 1.
- Request subcontractor(s) to brief project team on the hazards and precautions related to their work.
- When apparent non-compliance/unsafe conditions or practices are observed, notify the subcontractor safety representative and require corrective action – the subcontractor is responsible for determining and implementing necessary controls and corrective actions.
- When repeat non-compliance/unsafe conditions are observed, notify the subcontractor safety representative and stop affected work until adequate corrective measures are implemented.
- When an apparent imminent danger exists, immediately remove all affected CH2M HILL employees and subcontractors, notify subcontractor safety representative, and stop affected work until adequate corrective measures are implemented. Notify the Project Manager and HSM as appropriate.
- Document all oral health and safety related communications in project field logbook, daily reports, or other records.

## 1.4 Contractors

(Reference CH2M HILL SOP HS-55, *Subcontractor, Contractor, and Owner*)

Contractor: TBD

Contractor Contact Name:

Telephone:

Contractor Task(s):

These instructions do not cover contractors that are contracted directly to the client or the owner. CH2M HILL is not responsible for the health and safety or means and methods of the contractor's work, and we must never assume such responsibility through our actions (e.g., advising on H&S issues). In addition to these instructions, CH2M HILL staff should review contractor safety plans so that we remain aware of appropriate precautions that apply to us. Except in unusual situations when conducted by the HSM, CH2M HILL must never comment on or approve contractor safety procedures. In addition to these instructions, CH2M HILL staff unusual situations when conducted by the HSM, CH2M HILL must never comment on or approve contractor safety procedures. Self-assessment checklists contained in Attachment 6 are to be used by the DSC to review the contractor's performance ONLY as it pertains to evaluating our exposure and safety.

Health and safety related communications with contractors should be conducted as follows:

- Request the contractor to brief CH2M HILL employees and subcontractors on the precautions related to the contractor's work.
- When an apparent contractor non-compliance/unsafe condition or practice poses a risk to CH2M HILL employees or subcontractors:
  - Notify the contractor safety representative
  - Request that the contractor determine and implement corrective actions
  - If needed, stop affected CH2M HILL work until contractor corrects the condition or practice. Notify the client, Project Manager, and HSM as appropriate.
- If apparent contractor non-compliance/unsafe conditions or
- When an apparent contractor non-compliance/unsafe condition or practice poses a risk to CH2M HILL employees or subcontractors:
  - Notify the contractor safety representative
  - Request contractor to determine and implement corrective actions
  - If needed, stop affected CH2M HILL work until contractor corrects. Notify the client, Project Manager, and Health and Safety Manager as appropriate.
- If apparent contractor non-compliance/unsafe conditions or practices are observed, inform the contractor safety representative. Our obligation is limited strictly to informing the contractor of our observation – the contractor is solely responsible for determining and implementing necessary controls and corrective actions.
- If an apparent imminent danger is observed, immediately warn the contractor employee(s) in danger and notify the contractor safety representative. Our obligation is limited strictly to immediately warning the affected individual(s) and informing the contractor of our observation – the contractor is solely responsible for determining and implementing necessary controls and corrective actions.
- Document all oral health and safety related communications in project field logbook, daily reports, or other records.



## **2 Hazard Controls**

This section provides safe work practices and control measures used to reduce or eliminate potential hazards. These practices and controls are to be implemented by the party in control of either the site or the particular hazard. CH2M HILL employees and subcontractors must remain aware of the hazards affecting them regardless of who is responsible for controlling the hazards. CH2M HILL employees and subcontractors who do not understand any of these provisions should contact the DSC for clarification.

In addition to the controls specified in this section, Project-Activity Self-Assessment Checklists are contained in Attachment 6. These checklists are to be used to assess the adequacy of CH2M HILL and subcontractor site-specific safety requirements. The objective of the self-assessment process is to identify gaps in project safety performance, and prompt for corrective actions in addressing these gaps. Self-assessment checklists should be completed early in the project, when tasks or conditions change, or when otherwise specified by the HSM. The self-assessment checklists, including documented corrective actions, should be made part of the permanent project records, and be promptly submitted to the HSM.

Project-specific frequency for completing self-assessments: Frequency is each and every time work is conducted on the site.

### **2.1 Project-Specific Hazards**

The known sources of waste are demolition wastes including regulated asbestos-containing materials and lead-based paint-containing materials. Potential waste sources may also consist of abrasive blast material (ABM), soil containing lead-based paint, and naturally-occurring asbestos-containing material.

In the event that asbestos-containing materials, lead-based paint-containing materials, or ABM are discovered in the soil at the site, on-site work shall stop, and the Lennar Project Manager will be notified. Work will not resume until all of the necessary safety, health, and regulatory requirements have been implemented.

#### **2.1.1 Asbestos, Lead, and ABM**

The Parcel A HPS site contains a number of old military buildings that will be demolished during Phase I of this project. To accomplish this activity, Lennar will hire a qualified contractor who is licensed and experienced to manage asbestos- and lead-contaminated building materials. The following information has been prepared for general site workers on this project who may be required to work around asbestos- and lead-containing materials or immediately outside areas where asbestos or lead work is being performed.

##### **2.1.1.1 Asbestos**

- Materials suspected of containing asbestos shall be treated as asbestos unless documentation and/or testing results indicate otherwise.
- Where the presence of asbestos is suspected, design all operations to avoid contact.
- Do not disturb waste or other materials labeled “Danger - Asbestos Fibers.”
- Do not enter regulated work areas unless training, medical monitoring, and PPE requirements established by the competent person have been met.
- Personnel involved in asbestos inspection or abatement activities must have training and medical surveillance in accordance with applicable United States Environmental Protection Agency (USEPA) (AHERA, 40 CFR 763), Occupational Safety and Health Administration (OSHA) (29 CFR 1926.1101), and all state (8 Code of California Regulations [CCR] 5208) and local guidelines governing the proper abatement, handling, packaging, disposal and the required PPE necessary when handling these materials.

##### **2.1.1.2 Lead**

The following requirements pertain to lead abatement activities:

- Work activities involving cutting, grinding, burning, welding, and other abrasive operations performed on any painted and/or coated surfaces should be treated as having an increased potential for lead exposure.
- Surfaces suspected of containing lead shall be treated as lead unless documentation and/or testing results indicate otherwise.

- Do not enter regulated work areas unless training, medical monitoring, and PPE requirements established by the competent person have been met.

The following requirements pertain to lead contaminated soils:

- Work shall progress in a sequence from less contaminated to more contaminated areas.
- Water should be added to soils prior to and during excavation, air rotary drilling, and other activities that create or have the potential to create airborne lead contaminated dust. For air rotary drilling operations, water can be added to the boring to reduce dust generation from the cyclone. Depending upon soil type, watering of soil may be required several days prior to commencing ground intrusive activities.
- Personnel working in the vicinity of lead contaminated soil shall wear disposable coveralls or equal and exercise enhanced personal hygiene (i.e., frequent hand washing prior to eating, drinking, and smoking; separation of work and street clothing/footwear; etc.).

### **2.1.1.3 Abrasive Blast Material**

The following requirements pertain to ABM:

- Work activities involving demolition of existing utilities and mass regrading of the parcel should be treated as having an increased potential for ABM exposure.
- Suspected ABM shall be treated as ABM unless documentation and/or testing results indicate otherwise.
- Do not enter regulated work areas unless training, medical monitoring, and PPE requirements established by the competent person have been met.

## **2.1.2 Exposure to Public Vehicular Traffic**

The following precautions must be taken when working around traffic, and in or near an area where traffic controls have been established by a contractor.

- Exercise caution when exiting traveled way or parking along street – avoid sudden stops, use flashers, etc.
- Park in a manner that will allow for safe exit from vehicle, and where practicable, park vehicle so that it can serve as a barrier.
- All staff working adjacent to traveled way or within work area must wear reflective/high-visibility safety vests.
- Eye protection should be worn to protect from flying debris.
- Remain aware of factors that influence traffic related hazards and required controls – sun glare, rain, wind, flash flooding, limited sight-distance, hills, curves, guardrails, width of shoulder (i.e., breakdown lane), etc.
- Always remain aware of an escape route -- behind an established barrier, parked vehicle, guardrail, etc.
- Always pay attention to moving traffic – never assume drivers are looking out for you
- Work as far from traveled way as possible to avoid creating confusion for drivers.
- When workers must face away from traffic, a “buddy system” should be used, where one worker is looking towards traffic.
- When working on highway projects, obtain a copy of the contractor’s traffic control plan.
- Work area should be protected by a physical barrier – such as a K-rail or Jersey barrier.
- Review traffic control devices to ensure that they are adequate to protect your work area. Traffic control devices should: 1) convey a clear meaning, 2) command respect of road users, and 3) give adequate time for proper traffic response. The adequacy of these devices are dependent on limited sight distance, proximity to ramps or intersections, restrictive width, duration of job, and traffic volume, speed, and proximity.
- Either a barrier or shadow vehicle should be positioned a considerable distance ahead of the work area. The vehicle should be equipped with a flashing arrow sign and truck-mounted crash cushion (TMCC). All vehicles within 40 feet of traffic should have an orange flashing hazard light atop the vehicle.
- Except on highways, flaggers should be used when 1) two-way traffic is reduced to using one common lane, 2) driver visibility is impaired or limited, 3) project vehicles enter or exit traffic in an unexpected manner, or 4) the use of a flagger enhances established traffic warning systems.
- Lookouts should be used when physical barriers are not available or practical. The lookout continually watches approaching traffic for signs of erratic driver behavior and warns workers. Vehicles should be parked at least 40 feet away from the work zone and traffic. Minimize the amount of time that you will have your back to oncoming traffic.

### **2.1.3 Demolition** (Reference CH2M HILL SOP HS-45, *Demolition*)

- Remain a safe distance from the demolition zone to reduce exposure to fragmentation of glass, steel, masonry, and other debris during demolition operations.
- Do not enter the demolition zone unless completely necessary, and only after the competent person has assessed the condition of the structure and has authorized entry.
- Follow all requirements established by the competent person. The competent person shall inform personnel of the areas that are safe to enter and the areas where entry is prohibited. When possible, the competent person should escort CH2M HILL personnel while in the demolition zone.
- All demolition activities that may affect the integrity of the structure or safety of personnel must cease until personnel have exited the demolition zone.
- Stay as clear as possible of all hoisting operations. Loads shall not be hoisted overhead of personnel.

### **2.1.4 Earthmoving Equipment** (Reference CH2M HILL SOP HS-27, *Earthmoving Equipment*)

- Only authorized personnel are permitted to operate earthmoving equipment.
- Maintain safe distance from operating equipment and stay alert of equipment movement. Avoid positioning between fixed objects and operating equipment and equipment pinch points, remain outside of the equipment swing and turning radius. Pay attention to backup alarms, but not rely on them for protection. Never turn your back on operating equipment.
- Approach operating equipment only after receiving the operator's attention. The operator shall acknowledge your presence and stop movement of the equipment. Caution shall be used when standing next to idle equipment; when equipment is placed in gear it can lurch forward or backward. Never approach operating equipment from the side or rear where the operator's vision is compromised.
- When required to work in proximity to operating equipment, wear high-visibility vests to increase visibility to equipment operators. For work performed after daylight hours, vests shall be made of reflective material or include a reflective stripe or panel.
- Do not ride on earthmoving equipment unless it is specifically designed to accommodate passengers. Only ride in seats that are provided for transportation and that are equipped with seat belts.
- Stay as clear as possible of all hoisting operations. Loads shall not be hoisted overhead of personnel.
- Earthmoving equipment shall not be used to lift or lower personnel.
- If equipment becomes electrically energized, personnel shall be instructed not to touch any part of the equipment or attempt to touch any person who may be in contact with the electrical current. The utility company or appropriate party shall be contacted to have line de-energized prior to approaching the equipment.

### **2.1.5 Excavation** (Reference CH2M HILL SOP HS-32, *Excavations*)

- Do not enter the excavations unless completely necessary, and only after the competent person has completed the daily inspection and has authorized entry.
- Follow all excavation entry requirements established by the competent person.
- Do not enter excavations where protective systems are damaged or unstable.
- Do not enter excavations where objects or structures above the work location may become unstable and fall into the excavation.
- Do not enter excavations with the potential for a hazardous atmosphere until the air has been tested and found to be at safe levels.
- Do not enter excavations with accumulated water unless precautions have been taken to prevent excavation cave-in.
- H&S Self-Assessment Checklist – Excavations, found in Attachment 5 of this plan, should be used to evaluate excavations prior to entry.

### **2.1.6 Ionizing Radiation**

- Do not enter restricted work areas unless training, medical monitoring, personal monitoring equipment, and PPE requirements established by the radiation protection competent person have been met.
- Know your quarterly dose margin and do not exceed your personal limits.
- Assure personal monitoring devices are worn properly. Always calibrate pocket dosimeters prior to entering and exiting restricted areas.

- Plan activities to minimize exposure (ALARA) and waste generation.
- Limit the amount of potential waste (e.g., packaging, boxes, paperwork, etc.) brought into restricted areas.
- Do not eat, drink, smoke, chew tobacco or gum, or apply cosmetics in restricted areas.
- Promptly report any condition which may lead to or cause a violation of radiation protection standards.
- Assure radioactive sources, containers, and the area are properly labeled and posted.
- Protective clothing and other exposure controls shall be based on the most recent survey results obtained from the radiation protection competent person.
- Know the emergency evacuation warning signals and be prepared to respond.
- Do not leave radioactive source materials and equipment unattended.

### **2.1.7 Noise Hazards**

Previous surveys indicate that heavy equipment such as drilling or excavation equipment may produce continuous and impact noise at or above the action level of 85 dBA. All CH2M HILL personnel within 25 feet of operating equipment, or near an operation that creates noise levels high enough to impair conversation, shall wear hearing protective devices (either muffs or plugs). Personnel will wash their hands with soap and water prior to inserting ear plugs to avoid initiating ear infections. Additional information regarding CH2M HILL's Hearing Conservation Program is located in HS-39 of the CH2M HILL Corporate Health and Safety Program, Program and Training Manual. Access to this document can be easily obtained on the CH2M HILL H&S Intranet Site.

## **2.2 General Hazards**

### **2.2.1 General Practices and Housekeeping** (Reference CH2M HILL SOP HS-20, *General Practices*)

- Site work should be performed during daylight hours whenever possible. Work conducted during hours of darkness require enough illumination intensity to read a newspaper without difficulty.
- Good housekeeping must be maintained at all times in all project work areas.
- Common paths of travel should be established and kept free from the accumulation of materials.
- Keep access to aisles, exits, ladders, stairways, scaffolding, and emergency equipment free from obstructions.
- Provide slip-resistant surfaces, ropes, and/or other devices to be used.
- Specific areas should be designated for the proper storage of materials.
- Tools, equipment, materials, and supplies shall be stored in an orderly manner.
- As work progresses, scrap and unessential materials must be neatly stored or removed from the work area.
- Containers should be provided for collecting trash and other debris and shall be removed at regular intervals.
- All spills shall be quickly cleaned up. Oil and grease shall be cleaned from walking and working surfaces.

### **2.2.2 Hazard Communication** (Reference CH2M HILL SOP HS-05, *Hazard Communication*)

The DSC is to perform the following:

- Complete an inventory of chemicals brought on site by CH2M HILL using Attachment 2.
- Confirm that an inventory of chemicals brought on site by CH2M HILL subcontractors is available.
- Request or confirm locations of Material Safety Data Sheets (MSDSs) from the client, contractors, and subcontractors for chemicals to which CH2M HILL employees potentially are exposed.
- Before or as the chemicals arrive on site, obtain an MSDS for each hazardous chemical.
- Label chemical containers with the identity of the chemical and with hazard warnings, and store properly.
- Give employees who either use or are exposed to hazardous chemicals site-specific HAZCOM training. Refer to guidelines in Attachment 3.
- Store all materials properly, giving consideration to compatibility, quantity limits, secondary containment, fire prevention, and environmental conditions.

### **2.2.3 Shipping and Transportation of Chemical Products**

(Reference CH2M HILL's *Procedures for Shipping and Transporting Dangerous Goods*)

Chemicals brought to the site might be defined as hazardous materials by the U.S. Department of Transportation (DOT). All staff who ship the materials or transport them by road must receive CH2M HILL training in shipping

dangerous goods. All hazardous materials that are shipped (e.g., via Federal Express) or are transported by road must be properly identified, labeled, packed, and documented by trained staff. Contact the HSM or the Equipment Coordinator for additional information.

#### **2.2.4 Manual Lifting** (Reference CH2M HILL, SOP HS-29, *Lifting*)

- Proper lifting techniques must be used when lifting any object.
  - Plan storage and staging to minimize lifting or carrying distances.
  - Split heavy loads into smaller loads.
  - Use mechanical lifting aids whenever possible.
  - Have someone assist with the lift -- especially for heavy or awkward loads.
  - Make sure the path of travel is clear prior to the lift.

#### **2.2.5 Fire Prevention** (Reference CH2M HILL, SOP HS-22, *Fire Prevention*)

- Fire extinguishers shall be provided so that the travel distance from any work area to the nearest extinguisher is less than 100 feet. When 5 gallons or more of a flammable or combustible liquid is being used, an extinguisher must be within 50 feet. Extinguishers must:
  - be maintained in a fully charged and operable condition,
  - be visually inspected each month, and
  - undergo a maintenance check each year.
- The area in front of extinguishers must be kept clear.
- Post “Exit” signs over exiting doors, and post “Fire Extinguisher” signs over extinguisher locations.
- Combustible materials stored outside should be at least 10 feet from any building.
- Solvent waste and oily rags must be kept in a fire resistant, covered container until removed from the site.
- Flammable/combustible liquids must be kept in approved containers, and must be stored in an approved storage cabinet.

#### **2.2.6 Electrical** (Reference CH2M HILL, SOP HS-23, *Electrical*)

- Only qualified personnel are permitted to work on unprotected energized electrical systems.
- Only authorized personnel are permitted to enter high-voltage areas.
- Do not tamper with electrical wiring and equipment unless qualified to do so. All electrical wiring and equipment must be considered energized until lockout/tagout procedures are implemented.
- Inspect electrical equipment, power tools, and extension cords for damage prior to use. Do not use defective electrical equipment, remove from service.
- All temporary wiring, including extension cords and electrical power tools, must have ground fault circuit interrupters (GFCIs) installed.
- Extension cords must be:
  - equipped with third-wire grounding.
  - covered, elevated, or protected from damage when passing through work areas.
  - protected from pinching if routed through doorways.
  - not fastened with staples, hung from nails, or suspended with wire.
- Electrical power tools and equipment must be effectively grounded or double-insulated UL approved.
- Operate and maintain electric power tools and equipment according to manufacturers' instructions.
- Maintain safe clearance distances between overhead power lines and any electrical conducting material unless the power lines have been de-energized and grounded, or where insulating barriers have been installed to prevent physical contact. Maintain at least 10 feet from overhead power lines for voltages of 50 kV or less, and 10 feet plus ½ inch for every 1 kV over 50 kV.
- Temporary lights shall not be suspended by their electric cord unless designed for suspension. Lights shall be protected from accidental contact or breakage.
- Protect all electrical equipment, tools, switches, and outlets from environmental elements.

#### **2.2.7 Stairways and Ladders** (Reference CH2M HILL, SOP HS-25, *Stairways and Ladders*)

- Stairway or ladder is generally required when a break in elevation of 19 inches or greater exists.
- Personnel should avoid using both hands to carry objects while on stairways; if unavoidable, use extra precautions.

- Personnel must not use pan and skeleton metal stairs until permanent or temporary treads and landings are provided the full width and depth of each step and landing.
- Ladders must be inspected by a competent person for visible defects prior to each day's use. Defective ladders must be tagged and removed from service.
- Ladders must be used only for the purpose for which they were designed and shall not be loaded beyond their rated capacity.
- Only one person at a time shall climb on or work from an individual ladder.
- User must face the ladder when climbing; keep belt buckle between side rails
- Ladders shall not be moved, shifted, or extended while in use.
- User must use both hands to climb; use rope to raise and lower equipment and materials
- Straight and extension ladders must be tied off to prevent displacement
- Ladders that may be displaced by work activities or traffic must be secured or barricaded
- Portable ladders must extend at least 3 feet above landing surface
- Straight and extension ladders must be positioned at such an angle that the ladder base to the wall is one-fourth of the working length of the ladder
- Stepladders are to be used in the fully opened and locked position
- Users are not to stand on the top two steps of a stepladder; nor are users to sit on top or straddle a stepladder
- Fixed ladders  $\geq 24$  feet in height must be provided with fall protection devices.
- Fall protection should be considered when working from extension, straight, or fixed ladders greater than six feet from lower levels and both hands are needed to perform the work, or when reaching or working outside of the plane of ladder side rails.

### 2.2.8 Compressed Gas Cylinders

- Valve caps must be in place when cylinders are transported, moved, or stored.
- Cylinder valves must be closed when cylinders are not being used and when cylinders are being moved.
- Cylinders must be secured in an upright position at all times.
- Cylinders must be shielded from welding and cutting operations and positioned to avoid being struck or knock over; contacting electrical circuits; or exposed to extreme heat sources.
- Cylinders must be secured on a cradle, basket, or pallet when hoisted; they may not be hoisted by choker slings.

### 2.2.9 Procedures for Locating Buried Utilities

#### Local Utility Mark-Out Service

Name: TBD

Phone:

- Where available, obtain utility diagrams for the facility.
- Review locations of sanitary and storm sewers, electrical conduits, water supply lines, natural gas lines, and fuel tanks and lines.
- Review proposed locations of intrusive work with facility personnel knowledgeable of locations of utilities. Check locations against information from utility mark-out service.
- Where necessary (e.g., uncertainty about utility locations), excavation or drilling of the upper depth interval should be performed manually
- Monitor for signs of utilities during advancement of intrusive work (e.g., sudden change in advancement of auger or split spoon).
- When the client or other onsite party is responsible for determining the presence and locations of buried utilities, the DSC should confirm that arrangement.

## 2.3 Biological Hazards and Controls

### 2.3.1 Snakes

Snakes typically are found in underbrush and tall grassy areas. If you encounter a snake, stay calm and look around; there may be other snakes. Turn around and walk away on the same path you used to approach the area. If a person is bitten by a snake, wash and immobilize the injured area, keeping it lower than the heart if possible. Seek medical attention immediately. **DO NOT** apply ice, cut the wound, or apply a tourniquet. Try to identify the type of snake: note color, size, patterns, and markings.

### 2.3.2 Poison Ivy, Poison Oak and Poison Sumac

Poison ivy, poison oak, and poison sumac typically are found in brush or wooded areas. They are more commonly found in moist areas or along the edges of wooded areas. Become familiar with the identity of these plants. Wear protective clothing that covers exposed skin and clothes. Avoid contact with plants and the outside of protective clothing. If skin contacts a plant, wash the area with soap and water immediately. If the reaction is severe or worsens, seek medical attention.

### 2.3.3 Ticks

Ticks typically are in wooded areas, bushes, tall grass, and brush. Ticks are black, black and red, or brown and can be up to one-quarter inch in size. Wear tightly woven light-colored clothing with long sleeves and pant legs tucked into boots; spray **only outside** of clothing with permethrin or permethrin and spray skin with only DEET; and check yourself frequently for ticks.

If bitten by a tick, grasp it at the point of attachment and carefully remove it. After removing the tick, wash your hands and disinfect and press the bite areas. Save the removed tick. Report the bite to human resources. Look for symptoms of Lyme disease or Rocky Mountain spotted fever (RMSF). Lyme: a rash might appear that looks like a bullseye with a small welt in the center. RMSF: a rash of red spots under the skin 3 to 10 days after the tick bite. In both cases, chills, fever, headache, fatigue, stiff neck, and bone pain may develop. If symptoms appear, seek medical attention.

### 2.3.4 Bees and Other Stinging Insects

Bees and other stinging insects may be encountered almost anywhere and may present a serious hazard, particularly to people who are allergic. Watch for and avoid nests. Keep exposed skin to a minimum. Carry a kit if you have had allergic reactions in the past, and inform the DSC and/or buddy. If a stinger is present, remove it carefully with tweezers. Wash and disinfect the wound, cover it, and apply ice. Watch for allergic reaction; seek medical attention if a reaction develops.

### 2.3.5 Bloodborne Pathogens (Reference CH2M HILL SOP HS-36, *Bloodborne Pathogens*)

Exposure to bloodborne pathogens may occur when rendering first aid or CPR, or when coming into contact with landfill waste or waste streams containing potentially infectious material. Exposure controls and personal protective equipment (PPE) are required as specified in CH2M HILL SOP HS-36, *Bloodborne Pathogens*. Hepatitis B vaccination must be offered before the person participates in a task where exposure is a possibility.

## 3 Personal Protective Equipment (PPE)

(Reference CH2M HILL SOP HS-07, *Personal Protective Equipment* and HS-08, *Respiratory Protection*)

*Note that PPE is required when exposed to the general hazards listed below. Because certain tasks (e.g., welding, energized work, etc.) require specialized PPE, refer to Section 2 for task-specific PPE requirements.*

## PPE Specifications <sup>a</sup>

Hazard	PPE
General entry to active industrial facility or construction site, or when required by client/facility.	ANSI approved steel-toe leather work boots, safety glasses, reflective vest and hardhat.
Skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns and harmful temperature extremes.	ANSI approved safety glasses, latex gloves, rubber boots, and Level D modified.
Working around heavy equipment or other noisy machinery, or if you must raise your voice to be heard while communicating with persons near you, hearing protection is required.	ANSI approved ear plugs or earmuffs.
Danger of foot injuries due to falling or rolling objects, objects piercing the sole, or when the feet are exposed to electrical hazards.	Sturdy footwear or ANSI approved steel-toed leather work boots.
Potential for head injury from impact, falling or flying objects.	ANSI approved hardhat.
Flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.	ANSI approved safety glasses with side shield, safety goggles, face shield, or welding glasses. Face shield may be used only in conjunction with the use of other protective eyewear.

## Reasons for Upgrading or Downgrading Level of Protection

Upgrade <sup>b</sup>	Downgrade
<ul style="list-style-type: none"> <li>Request from individual performing tasks.</li> <li>Change in work tasks that will increase potential for injury.</li> <li>Known or suspected presence of dermal hazards.</li> </ul>	<ul style="list-style-type: none"> <li>Situation is less hazardous than originally thought.</li> <li>Change in site conditions that decreases the hazard.</li> <li>Change in work task that will reduce potential for injury.</li> </ul>

<sup>a</sup> CH2M HILL will provide PPE only to CH2M HILL employees.

<sup>b</sup> Performing tasks that require respiratory protection is permitted only when the PPE requirements have been approved by the HSM, and a DSC qualified at that level is present.



## 4 Emergency Response

(Reference CH2M HILL, SOP HS-12, *Emergency Response*)

### 4.1 Pre-Emergency Planning

The DSC performs the applicable pre-emergency planning tasks before starting field activities and coordinates emergency response with CH2M HILL onsite parties, the facility, and local emergency-service providers as appropriate.

- Review the facility emergency and contingency plans where applicable.
- Determine what onsite communication equipment is available (e.g., two-way radio, air horn).
- Determine what offsite communication equipment is needed (e.g., nearest telephone, cell phone).
- Confirm and post emergency telephone numbers, evacuation routes, assembly areas, and route to hospital; communicate the information to onsite personnel.
- Communicate emergency procedures for personnel injury, exposures, fires, explosions, and releases.
- Field Trailers: Post “Exit” signs above exit doors, and post “Fire Extinguisher” signs above locations of extinguishers. Keep areas near exits and extinguishers clear.
- Designate one vehicle as the emergency vehicle; place hospital directions and map inside; keep keys in ignition during field activities.
- Inventory and check site emergency equipment, supplies, and potable water.

### 4.2 Emergency Equipment and Supplies

The DSC should verify that these supplies are available, as needed, and in proper working order and mark the locations of emergency equipment on the site map, when a map is provided.

Emergency Equipment and Supplies	Location
20 lb (or two 10-lb) fire extinguisher (A, B, and C classes)	Field Vehicle
First aid kit	Field Vehicle
Personal Eye wash	Field Vehicle
Potable water	Field Vehicle
Bloodborne-pathogen kit	Field Vehicle
Additional equipment (specify):	Field Vehicle

### 4.3 Incident Response

In fires, explosions, or chemical releases, actions to be taken include the following:

- Shut down CH2M HILL operations and evacuate the immediate area.
- Notify appropriate response personnel.
- Account for personnel at the designated assembly area(s).
- Assess the need for site evacuation, and evacuate the site as warranted.

Instead of implementing a work-area evacuation, note that small fires or spills posing minimal safety or health hazards may be controlled.

### 4.4 Evacuation Procedures

- Evacuation routes and assembly areas will be designated by the DSC before work begins.
- Personnel will assemble at the assembly area(s) upon hearing the emergency signal for evacuation.
- The DSC and a “buddy” will remain on the site after the site has been evacuated (if safe) to inform local responders of the nature and location of the incident.
- The DSC will account for all personnel at the assembly area.

- The DSC will write up the incident as soon as possible after it occurs and submit a report to the Corporate Director of Health and Safety.

## **4.5 Emergency Medical Treatment**

The procedures listed below may also be applied to non-emergency incidents. Injuries and illnesses (including overexposure to contaminants) must be reported to Human Resources. If there is doubt about whether medical treatment is necessary, or if the injured person is reluctant to accept medical treatment, contact the CH2M HILL medical consultant. During non-emergencies, follow these procedures as appropriate.

- Notify appropriate emergency response authorities listed in Attachment 4 (e.g., 911).
- The DSC will assume charge during a medical emergency until the ambulance arrives or until the injured person is admitted to the emergency room.
- Prevent further injury.
- Initiate first aid and CPR where feasible.
- Get medical attention immediately.
- Make certain that the injured person is accompanied to the emergency room.
- When contacting the medical consultant, state that the situation is a CH2M HILL matter, and give your name and telephone number, the name of the injured person, the extent of the injury or exposure, and the name and location of the medical facility where the injured person was taken.
- Report incident as outlined in Section 4.6

## **4.6 Incident Notification and Reporting**

- Upon any project incident (fire, spill, injury, near miss, death, etc.), immediately notify the PM and HSM. Call emergency beeper number if HSM is unavailable.
- For CH2M HILL work-related injuries or illnesses, contact and help Human Resources administrator complete an Incident Report Form (IRF). IRF must be completed within 24 hours of incident.
- For CH2M HILL subcontractor incidents, complete the Subcontractor Accident/Illness Report Form and submit to the HSM.
- Notify and submit reports to client as required in contract.

## 5 Approval

This FSI has been written for use by CH2M HILL and their subcontractors only. CH2M HILL claims no responsibility for its use by others unless that use has been specified and defined in project or contract documents. The FSI is written for the specific site conditions, purposes, dates, and personnel specified and must be amended if those conditions change.

### 5.1 Original Plan

**Written By:** Tyrone Evans/SJC

**Date:** February 10, 2005

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**Approved By:** Trish Danby/SAC

**Date:** February 10, 2005

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### 5.2 Revisions

**Revisions Made By:** Rick Cavil/SFO

**Date:** 02/22/2005

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**Revisions to Plan:** New SOW hazards added, sections 2.1.2-2.1.7, Section 3 PPE, Attachment 6 Self assessments,

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**Revisions Approved By:** Rick Cavil/SFO

**Date:** 02/22/2005

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## 6 Attachments

Attachment 1: Employee Signoff Form – Field Safety Instructions

Attachment 2: Project-Specific Chemical Product Hazard Communication Form

Attachment 3: Chemical-Specific Training Form

Attachment 4: Emergency Contacts

Attachment 5: Project H&S Forms/Permits

Attachment 6: Project Activity Self-Assessment Checklists

Attachment 7: Applicable Material Safety Data Sheets

**EMPLOYEE SIGNOFF FORM****Field Safety Instructions**

The CH2M HILL project employees and subcontractors listed below have been provided with a copy of this FSI, have read and understood it, and agree to abide by its provisions.

**Project Name:** Parcel A Hunters Point Shipyard (HPS)**Project Number:** 182122.SW.07

<b>EMPLOYEE NAME</b> (Please print)	<b>EMPLOYEE SIGNATURE</b>	<b>COMPANY</b>	<b>DATE</b>



**CHEMICAL-SPECIFIC TRAINING FORM**

Location: Project # : 182122.SW.07  
HCC: Trainer:

**TRAINING PARTICIPANTS:**

NAME	SIGNATURE	NAME	SIGNATURE

**REGULATED PRODUCTS/TASKS COVERED BY THIS TRAINING:**


The HCC shall use the product MSDS to provide the following information concerning each of the products listed above.

- ☐ Physical and health hazards
- ☐ Control measures that can be used to provide protection (including appropriate work practices, emergency procedures, and personal protective equipment to be used)
- ☐ Methods and observations used to detect the presence or release of the regulated product in the workplace (including periodic monitoring, continuous monitoring devices, visual appearance or odor of regulated product when being released, etc.)

Training participants shall have the opportunity to ask questions concerning these products and, upon completion of this training, will understand the product hazards and appropriate control measures available for their protection.

Copies of MSDSs, chemical inventories, and CH2M HILL's written hazard communication program shall be made available for employee review in the facility/project hazard communication file.

## Emergency Contacts

### 24-hour CH2M HILL Emergency Beeper – 888/444-1226

#### Medical Emergency – 911

Local Ambulance #:

#### CH2M HILL Medical Consultant

Health Resources

Dr. Jerry H. Berke, M.D., M.P.H.

600 West Cummings Park, Suite 3400

Woburn, MA 01801-6350

1-800-350-4511 (8 am to 11 pm EST)

1-800-978-7003 (after hours and on weekends)

(After hours calls will be returned within 20 minutes)

#### Fire/Spill Emergency -- 911

Local Fire Dept #: (415) 558-3200

#### Corporate Director Health, Safety & Environment

Name: Dave Waite/SEA

Phone: 425/453-5000

**24-hour emergency beeper: 888-444-1226**

#### Security & Police – 911

Local Police #: (415) 553-0123

#### Regional Health & Safety Program Manager (RHSPM)

Name: Trish Danby/SAC

Phone: 916/920-0212 ext. 287

Or

Name: Rick Cavil/SFO

Phone: (510) 251-2426 ext. 7502

#### Designated Safety Coordinator (DSC)

Name: Tyrone Evans

Phone: (408) 910-5606

#### Regional Human Resources Department

Name: Lisa Covey/SAC

Phone: 916/920-0212 ext. 254

#### Project Manager

Name: Phil Burke

Phone: (510) 587-7689

#### Corporate Human Resources Department

Name: Pete Hannan/COR

Phone: 720-286-3077

#### Federal Express Dangerous Goods Shipping

Phone: 800/238-5355

#### Worker's Compensation:

Contact Regional HR dept. to have form completed or contact Julie Zimmerman after hours: 303/664-3304

#### CH2M HILL Emergency Number for Shipping Dangerous Goods

Phone: 800/255-3924

#### Automobile Accidents:

Rental: Carol Dietz/COR 303/713-2757

CH2M HILL owned vehicle:

Zurich Insurance Co. 800/987-3373

Contact the PM. Generally, the PM will contact relevant government agencies.

#### Facility Alarms:

#### Evacuation Assembly Area(s):

#### Facility/Site Evacuation Route(s):

#### Hospital Name/Address:

San Francisco General Hospital Medical Center

1001 Potrero Ave, San Francisco, CA. 94110

#### Hospital Phone #: (415) 206-8000

### Directions to Hospital

1. Start out going Northwest on INNES Ave towards MILTON I ROSS LN
2. Turn LEFT onto MILTON I ROSS LN. - <0.10
3. Turn RIGHT onto JERROLD AVE. - 0.3
4. JERROLD AVE becomes BAY SHORE BLVD. - <0.1
5. Turn SLIGHT RIGHT onto POTRERO AVE. - 0.6
6. End at 1001 POTRERO AVE SAN FRANCISCO CA

# **CH2M HILL FIELD SAFETY INSTRUCTIONS**

## **Attachment 5**

### **Project H&S Forms and Permits**



# **CH2M HILL FIELD SAFETY INSTRUCTIONS**

## **Attachment 6**

### **Project Activity Self-Assessment Checklists**

This checklist shall be used by CH2M HILL personnel **only** and shall be completed at the frequency specified in the project's HSP/FSI.

This checklist is to be used at locations where: 1) CH2M HILL employees are exposed to asbestos hazards and/or 2) CH2M HILL provides oversight of subcontractor personnel who are engaged in asbestos operations.

SSC or DSC may consult with subcontractors when completing this checklist, but shall not direct the means and methods of asbestos operations nor direct the details of corrective actions. Subcontractors shall determine how to correct deficiencies and we must carefully rely on their expertise. Items considered to be imminently dangerous (possibility of serious injury or death) shall be corrected immediately or all exposed personnel shall be removed from the hazard until corrected.

Completed checklists shall be sent to the HS&E Staff for review.

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Location: \_\_\_\_\_ PM: \_\_\_\_\_

Auditor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This specific checklist has been completed to:

- ☐ Evaluate CH2M HILL employee exposure to asbestos hazards
- ☐ Evaluate a CH2M HILL subcontractor's compliance with the asbestos standard and its requirements
- Subcontractors Name: \_\_\_\_\_

- Check "Yes" if an assessment item is complete/correct.
- Check "No" if an item is incomplete/deficient. Deficiencies shall be brought to the immediate attention of the subcontractor. Section 3 must be completed for all items checked "No."
- Check "N/A" if an item is not applicable.
- Check "N/O" if an item is applicable but was not observed during the assessment.

Numbers in parentheses indicate where a description of this assessment item can be found in Standard of Practice HS-42.

### SECTION 1

#### **PERSONNEL SAFE WORK PRACTICES (3.1)**

	<u>Yes</u>	<u>No</u>	<u>N/A</u>	<u>N/O</u>
1. An asbestos inspection has been conducted on buildings built before 1980.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. When an inspection has not been conducted, TSI will be designated PCAM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Areas, which exceed the PEL, have been designated as regulated areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. A visual inspection of the area has been conducted to assure control of migration of ACM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. No Eating, drink, and/or smoking are allowed in the regulated areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Warning signs have been posted at all entrances to the regulated areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Selection of PPE is based on exposure monitoring data or the competent person.		<input type="checkbox"/>	<input type="checkbox"/>	

<b>SECTION 2</b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>N/O</b>
<b>EXPOSURE ASSESSMENTS (3.2.2)</b>					
8.	Initial air monitoring (PEL and EL) has been conducted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	The initial assessment was conducted prior to or at the initiation of fieldwork.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	The selection of controls has been based on the results of the exposure assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	All Class I work is assumed to be above the EL and PEL until actually monitored.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Daily air monitoring samples are collected during Class I and II activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Periodic monitoring is required during Class III and IV activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Air monitoring suspended only when results indicated exposures below the PEL and EL.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	Additional air monitoring when change in work practices, personnel, or controls. <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<b>COMMUNICATION OF HAZARDS (3.2.3)</b>					
17.	Training on the Hazard Communication Standard has been met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Notify building owners of the installation of ACM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Danger labels affixed to waste containers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Danger (Warning signs) posters placed at all entrances and approaches to regulated areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Owners, contractors, and workers in adjacent areas have been notified of ACM work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>CONTROL METHODS (3.2.4)</b>					
22.	No smoking policy in place and enforced	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	All vacuums are equipped with HEPA filters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	When working with ACM, wet methods are employed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Debris is promptly cleaned up.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Local exhaust ventilation is equipped with HEPA filtration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Use of enclosures or isolation to control ACM dust.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Airflow is directed away from personal breathing zones.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	High-speed disc saws are not used without HEPA enclosures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Compressed air is not used to remove ACM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Dry sweeping is not used to collect ACM debris.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	Employee rotation is not used to control personal exposures. <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
•	Class I and II work is supervised by a competent person. <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
•	Critical barriers have been placed over all openings to the regulated area. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
•	HVAC systems are isolated with two layers of 6-mil plastic. <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
•	Impermeable drop cloths are placed beneath all removal activities. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
•	Objects not removed are covered by impermeable drop cloths. <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
•	Negative pressure enclosures, glovebags, and mini-enclosures are used to control Class I work. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				
•	Sanding is not conducted on the backing of vinyl or asphalt flooring. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
•	Resilient sheeting is removed by wet methods. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>			
•	Residual adhesives are removed with wet methods. <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

- HEPA vacuums are used to clean the floors. ☐ ☐ ☐ ☐
- Mechanical chipping is allowed only within negative pressure enclosures. ☐ ☐ ☐  
☐
- Floor backing and mastic are assumed to contain ACM when the resilient floor is ACM. ☐  
☐ ☐ ☐
- Roofing material is removed in an intact state. ☐ ☐ ☐ ☐
- When roofing materials cannot be removed intact wet methods are used. ☐ ☐ ☐  
☐
- Cutting machines are continuously misted. ☐ ☐ ☐ ☐
- Dust resulting from power cutting of felt is collected by a HEPA vacuum. ☐ ☐ ☐  
☐
- All debris is kept wet and immediately placed into impermeable bags or containers. ☐ ☐  
☐ ☐
- Debris is lowered to the ground by dust tight chutes, crane, or hoist. ☐ ☐ ☐ ☐
- All unwrapped debris lowered to the ground is immediately placed in containers. ☐ ☐  
☐ ☐
- All roof mounted HVAC unit intakes are isolated or shutdown during ACM removal. ☐  
☐ ☐ ☐
- CAB or transite panels are not cut, abraded, or broken during removal. ☐ ☐ ☐  
☐
- Panels are sprayed with amended water prior to removal. ☐ ☐ ☐ ☐
- Nail heads are cut off with sharp instruments. ☐ ☐ ☐ ☐
- Visibly deteriorated gaskets are removed with glovebags. ☐ ☐ ☐ ☐
- Once gaskets are removed they are placed in disposal containers. ☐ ☐ ☐ ☐
- When scrapping is used to remove the gaskets, wet methods are used. ☐ ☐ ☐ ☐

## CH2MHILL

### H&S Self-Assessment Checklist—Asbestos

Page 3 of 4

SECTION 2		Yes	No	N/A	N/O
<b>PERSONAL PROTECTIVE EQUIPMENT (3.2.5)</b>					
62. Respirators are used in areas above the PEL.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63. The selection of the appropriate respirator is based on the airborne asbestos concentration.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
64. PPE is supplied by the employer to the employees		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
65. PAPRs have been made available to employees who request them.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
66. Clothing to be laundered is labeled with "Caution" signs.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67. Businesses and personnel laundering contaminated clothing have been informed of the hazards.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DECONTAMINATION (3.2.6)</b>					

68. A decontamination areas has been established for Class I work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69. The decon area consists of an equipment room, shower, and change area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70. Contaminated clothing is disposed of in the equipment area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71. Work clothing is HEPA vacuumed prior to removal in the equipment area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
72. Personnel are supplied lockers or storage containers in the change area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
73. Decontamination procedures have been established.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
74. A lunch area is provided outside the regulated area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
74. The decontamination area for small Class I and II work consists of an equipment area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
75. The floor of the equipment area is covered with an impermeable drop cloth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
76. The equipment area is large enough to accommodate removal of PPE and equipment cleaning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
78. Work clothing is HEPA vacuumed prior to removal in the equipment area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Complete this section for all items checked "No" in Sections 1 or 2. Deficient items must be corrected in a timely manner.

Auditor: \_\_\_\_\_ Project Manager: \_\_\_\_\_

## H&S Self-Assessment Checklist—Lead

Page 1 of 3

This checklist shall be used by CH2M HILL personnel **only** and shall be completed at the frequency specified in the project's HSP/FSI.

This checklist is to be used at locations where: 1) CH2M HILL employees are exposed to lead operations and/or 2) CH2M HILL provides oversight of subcontractor personnel who are exposed to lead operations.

SSC or DSC may consult with subcontractors when completing this checklist, but shall not direct the means and methods of lead operations nor direct the details of corrective actions. Subcontractors shall determine how to correct deficiencies and we must carefully rely on their expertise. Items considered to be imminently dangerous (possibility of serious injury or death) shall be corrected immediately or all exposed personnel shall be removed from the hazard until corrected.

Completed checklists shall be sent to the HS&E Staff for review.

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_  
Location: \_\_\_\_\_ PM: \_\_\_\_\_  
Auditor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This specific checklist has been completed to:

- ☐ Evaluate CH2M HILL employee exposure to lead hazards  
☐ Evaluate a CH2M HILL subcontractor's compliance with the lead standard and its requirements  
Subcontractors Name: \_\_\_\_\_

- Check "Yes" if an assessment item is complete/correct.
- Check "No" if an item is incomplete/deficient. Deficiencies shall be brought to the immediate attention of the subcontractor. Section 3 must be completed for all items checked "No."
- Check "N/A" if an item is not applicable.
- Check "N/O" if an item is applicable but was not observed during the assessment.

Numbers in parentheses indicate where a description of this assessment item can be found in Standard of Practice HS-57.

### SECTION 1

#### **PERSONNEL SAFE WORK PRACTICES (3.1)**

**Yes   No   N/A   N/O**

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Work activities identified where there is a potential for lead exposure.                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Surfaces tested where lead may be present.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Regulated areas have been identified and marked.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Personnel entering into regulated areas have been trained and medically qualified.             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. No eating, drinking, smoking, chewing, or applying cosmetics in regulated areas.               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Respiratory protection and other controls selected as per direction of competent person.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Work in lead-contaminated soil progresses from areas of less contamination to more             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Water is added to soil prior to and during ground intrusive work to minimize dust generation   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Personnel in vicinity of ground intrusive activities are wearing disposable coveralls or equal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Personnel exercising enhanced personal hygiene near contaminated soil operations              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**SECTION 2****EXPOSURE ASSESSMENTS (3.2.2)****Yes No N/A N/O**

- |  | Yes                      | No                       | N/A                      | N/O                      |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 11. The exposure assessment has been completed.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Air monitoring data supporting the exposure data is available.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. PPE is appropriate for the type of activity and concentration.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Personnel have been provided PPE, hygiene facilities, biological monitoring, and training during initial exposure determination. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. An assessment has been conducted for each process, personnel, or control.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. New assessment conducted when a change occurs in process, personnel, or controls.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Air monitoring results above the AL but below the PEL have been sampled in the last 6 months.                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Air monitoring results above the PEL have been sampled in the last 3 months.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- The exposure assessment based on theoretical calculations, historical data, or other information

has been verified.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

**COMMUNICATION OF HAZARDS (3.2.3)**

- |   | Yes                      | No                       | N/A                      | N/O                      |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 20. Training on the Hazard Communication Standard has been met.     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. The Written Compliance Program is available.                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Warning Signs have been posted in areas above the PEL           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Notification of owners, tenants, and contractors has been made. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**CONTROL METHODS (3.2.4)**

- |   | Yes                      | No                       | N/A                      | N/O                      |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 24. Engineering and work practices are implemented in areas at or above the PEL.                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 25. The mechanical ventilation has been assessed to control lead exposures.                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. Where administrative controls are used, a job rotation schedule has been implemented.           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. A written compliance program is established and implemented.                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. All surfaces are clean of lead dust accumulation.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 29. Vacuums are equipped with HEPA filters.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. Compressed air is not used to remove lead or control lead dust.                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. Employees not allowed to eat, drink, or smoke in regulated areas.                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. Change areas are available when regulated areas are in use.                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 33. PPE used in lead operations not worn by employees off the worksite.                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 34. Personal hygiene facilities (showers and wash facilities) are available in areas above the PEL. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. Employees required to wash hands and face at end of shift and prior to eating, smoking, etc.    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. Eating facilities, free of lead contamination, provided and readily accessible.                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**PERSONAL PROTECTIVE EQUIPMENT (3.2.5)**

- |   | Yes                      | No                       | N/A                      | N/O                      |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 37. Respirators are used in areas at or above the PEL.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. The selection of the appropriate respirator is based on the airborne lead concentration.      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 39. All other required PPE (coveralls, gloves, goggles, etc) and equipment provided to employees. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- PAPRs have been made available to employees who request them. ☐ ☐ ☐ ☐
- Clean & dry protective clothing provided weekly; daily to employees exposed over 200 µg/m<sup>3</sup>  
☐ ☐ ☐ ☐
- Clothing to be laundered is labeled with "Caution" signs. ☐ ☐ ☐ ☐
- Businesses and personnel laundering contaminated clothing have been informed of lead hazard.  
☐ ☐ ☐ ☐



[illegible]

Auditor: \_\_\_\_\_ Project Manager: \_\_\_\_\_

This checklist shall be used by CH2M HILL personnel **only** and shall be completed at the frequency specified in the project's HSP/FSI.

This checklist is to be used at locations where: 1) CH2M HILL employees are potentially exposed to hazards associated with demolition operations (complete Sections 1 and 3), and/or 2) CH2M HILL oversight of a demolition subcontractor is required (complete entire checklist).

SSC/DSC may consult with demolition subcontractors when completing this checklist, but shall not direct the means and methods of demolition operations nor direct the details of corrective actions. Demolition subcontractors shall determine how to correct deficiencies and we must carefully rely on their expertise. Items considered to be imminently dangerous (possibility of serious injury or death) shall be corrected immediately or all exposed personnel shall be removed from the hazard until corrected.

Completed checklists shall be sent to the health and safety manager for review.

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Location: \_\_\_\_\_ PM: \_\_\_\_\_

Auditor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This specific checklist has been completed to:

- ☐ Evaluate CH2M HILL employee exposures to demolition hazards  
☐ Evaluate a CH2M HILL subcontractor's compliance with demolition H&S requirements

Subcontractors Name: \_\_\_\_\_

- Check "Yes" if an assessment item is complete/correct.
- Check "No" if an item is incomplete/deficient. Deficiencies shall be brought to the immediate attention of the demolition subcontractor. Section 3 must be completed for all items checked "No."
- Check "N/A" if an item is not applicable.
- Check "N/O" if an item is applicable but was not observed during the assessment.

Numbers in parentheses indicate where a description of this assessment item can be found in Standard of Practice HS-45.

**SECTION 1****Yes No N/A N/O****PERSONNEL SAFE WORK PRACTICES (3.1)**

1. Personnel remain safe distance from demolition zone (DZ) during demolition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Personnel entering DZ, only when completely necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Prior to DZ entry, competent person has evaluated structure and authorized entry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Personnel aware of entry requirements established by the competent person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Competent person escorts CH2M HILL personnel during DZ entry, when possible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Personnel removed from DZ prior to activities that could affect structural integrity or safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Personnel not positioned under hoisted loads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Personnel wearing appropriate PPE, per HSP/FSI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b><u>SECTION 2</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>N/O</b>
<b>PLANNING ACTIVITIES (2.6)</b>					
9.	Demolition permit completed and submitted, as required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Competent person completed engineering survey, available on site	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Regulated hazardous substances removed prior to demolition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Hazardous materials purged from tanks, pipes, and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Utility service lines shut off, capped, or otherwise controlled, utilities notified	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Utilities needed for demolition temporary relocated and protected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>GENERAL (3.2.1)</b>					
15.	Daily safety briefing/meeting conducted with crew	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Daily inspection of demolition equipment conducted before use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Competent person inspecting DZ for hazards as work progresses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Competent person controls entry into DZ, unauthorized entry prohibited	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Multi-story structures provided with adequate canopy over entrances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Demolition starts at top of structure and proceeds downward	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Fire extinguisher available at demolition area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROTECTION OF THE PUBLIC (3.2.2)</b>					
22.	Demo work not performed in any area occupied by the public, unless permitted by contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Overhead protection provided for pedestrian traveled sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Walking surfaces kept free of obstructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Standard guardrails provided on pedestrian bridges, ramps, runways, and platforms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Signs posted informing pedestrians of hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Temporary fence provided around perimeter of DZ adjacent to public areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Watch placed at openings when DZ barricades temporarily removed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Warning lights provide around DZ hazards at night, walkways adequately illuminated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>WORK AREA PROTECTION (3.2.3)</b>					
30.	Wall openings protected by guardrail 42" high	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Fall protection provide for fall hazards 6' or greater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	Adequate barricades and signs provided when debris dropped through floor openings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	Floor opening, not used as material drops, adequately covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	Signs, barricades, flagging used to warn personnel of hidden hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	Glass removed from structure, or personnel protected from fragments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	Damaged structure's walls and floors shored and braced	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37.	All DZ accessways not meant to be accessed closed at all times	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38.	Multi-story structure stairways adequately covered and illuminated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39.	DZ areas adequately illuminated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40.	Protruding reinforcing steel is covered or protected when personnel work above it	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MANUAL REMOVAL OF WALLS AND MASONRY (3.2.4)</b>					
41.	Walls not permitted to fall on floors exceeding their carrying capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42.	Walls greater than one story not free standing unless originally designed to stand alone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43.	Personnel not working on walls during inclement weather	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44.	Load-supporting members not cut until above floors demolished and removed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45.	Floor openings within 10' of walls are planked unless personnel removed from below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46.	Masonry debris removed from steel left in place as masonry demo progresses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47.	Walkways/ladders provided to safely reach scaffolds and walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48.	Retaining walls removed only after supported material removed or secured	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>SECTION 2 (continued)</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>N/O</b>
<b>MANUAL REMOVAL OF FLOORS (3.2.5)</b>				
49. Debris removed from floor arches prior to arch demolition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50. Plank walkways 18" or greater provided for access across demolished floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51. Planks overlap 1' and laid over solid bearings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52. Areas under floor arch demolition barricaded and personnel removed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DEMOLITION USING HEAVY EQUIPMENT OR CRANES (3.2.6)</b>				
53. Personnel removed from DZ during use of mechanical equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
54. Mechanical equipment positioned on floors capable of supporting imposed loads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
55. Working surface edges provided with curbs or stop-logs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56. Heavy equipment operated safely (use earthmoving equipment checklist in HS-27)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
57. Roof stonework and steel members cut free prior to wall demo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
58. Demo ball weight appropriate for crane's rated load and line strength	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
59. Crane boom and loadline is as short as possible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
60. Demo ball securely attached to loadline with swivel-type connection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
61. Cranes operated safely (use crane checklist in HS-44)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MATERIAL CHUTES (3.2.7)</b>				
62. Materials not dropped outside exterior walls unless area protected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63. Chutes designed/constructed to withstand impact loads of debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
64. Chutes entirely enclosed except of insertion points, openings closed when not used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
65. Gate provide at chute discharge, competent employee controls gate operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
66. Signs and barricades installed around chute discharge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67. Chute openings protected by guardrail where personnel stand to dump material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
68. Personnel not entering chute to remove items	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69. Toeboard provide in front of chute openings when mechanical equipment used to dump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DEBRIS STORAGE (3.2.8)</b>				
70. Debris does not exceed allowable floor loads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71. Wood floor structures, only one floor above grade removed for debris storage space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
72. Wood floor beams supporting walls left in place or equivalent support provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
73. Floor arches not removed > 25' above grade for debris storage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
74. Storage spaces blocked off except when material is being removed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HOUSEKEEPING (3.2.9)</b>				
75. Work areas, passageways, stairs, ladders, and exits kept free of demolition debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
76. Demolition materials, tools, and equipment placed in an orderly manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
77. Receptacles provided for disposal of miscellaneous trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
78. Air, water, electrical, and welding lines positioned to eliminated tripping hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
79. Burning debris done according to local authorities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80. All fires completely extinguished at least 1 hour before the end of the day's work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OTHER ACTIVITIES ASSOCIATED WITH DEMOLITION (3.2.10)</b>				
81. Scaffolds erected and used safely (use scaffolds checklist in HS-25)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
82. Aerial lifts used safely (use aerial lift checklist in HS-41)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
83. Stairways and ladders used safely (use stairways and ladders checklist in HS-26)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
84. Control measures taken before welding/cutting on flammable/hazardous coatings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
85. Welding and cutting performed safely (use welding and cutting checklist in HS-63)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



This checklist shall be used by CH2M HILL personnel **only** and shall be completed at the frequency specified in the project's HSP/FSI.

This checklist is to be used at locations where: 1) CH2M HILL employees are potentially exposed to hazards associated with earthmoving equipment operations (complete Sections 1 and 3), and/or 2) CH2M HILL oversight of a earthmoving equipment subcontractor is required (complete entire checklist).

SSC/DSC may consult with earthmoving equipment subcontractors when completing this checklist, but shall not direct the means and methods of equipment operations nor direct the details of corrective actions. Earthmoving equipment subcontractors shall determine how to correct deficiencies and we must carefully rely on their expertise. Items considered to be imminently dangerous (possibility of serious injury or death) shall be corrected immediately or all exposed personnel shall be removed from the hazard until corrected.

Completed checklists shall be sent to the health and safety manager for review.

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Location: \_\_\_\_\_ PM: \_\_\_\_\_

Auditor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This specific checklist has been completed to:

- ☐ Evaluate CH2M HILL employee exposures to earthmoving equipment hazards  
☐ Evaluate a CH2M HILL subcontractor's compliance with earthmoving equipment H&S requirements  
Subcontractors Name: \_\_\_\_\_

- Check "Yes" if an assessment item is complete/correct.
- Check "No" if an item is incomplete/deficient. Deficiencies shall be brought to the immediate attention of the earthmoving equipment subcontractor. Section 3 must be completed for all items checked "No."
- Check "N/A" if an item is not applicable.
- Check "N/O" if an item is applicable but was not observed during the assessment.

Numbers in parentheses indicate where a description of this assessment item can be found in Standard of Practice HS-27.

**SECTION 1****Yes No N/A N/O****PERSONNEL SAFE WORK PRACTICES (3.1)**

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Only authorized personnel operating earthmoving equipment  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Personnel maintaining safe distance from operating equipment   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Personnel and equipment operator in close communication when personnel must be in proximity of operating equipment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Personnel approach operating equipment safely  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Personnel wearing high-visibility and/or reflective vests when close to operating equipment                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Personnel riding only in seats of equipment cab and using seat belts   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Personnel not positioned under hoisted loads   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Personnel not hoisted by equipment   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Personnel instructed not to approach equipment that has become electrically energized                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Personnel wearing appropriate PPE, per HSP/FSI  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

	<u>SECTION 2</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>	<u>N/O</u>
<b>GENERAL (3.2.1)</b>					
11. Daily safety briefing/meeting conducted with crew		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Daily inspection of equipment and equipment accessories conducted before use		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. At least one fire extinguisher available at the equipment operating area		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EARTHMOVING EQUIPMENT COMPONENTS (3.2.2)</b>					
14. Backup alarm or spotter used when backing equipment		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Operational horn provided on bi-directional equipment		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Seat belts are provided and used		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Rollover protective structures (ROPS) provided		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Braking system capable of stopping full payload		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Headlights and taillights operable when additional light required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Brake lights in operable condition		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Cab glass provides no visible distortion to the operator		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Hauling equipment (dump trucks) provided with cab shield or canopy		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Dump truck beds provided with positive means of support during maintenance or inspection		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Dump truck operating levers provided with latch to prevent accidental dumping		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EARTHMOVING EQUIPMENT PLACEMENT (3.2.3)</b>					
25. Location of underground utilities identified		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Safe clearance distance maintained while working under overhead powerlines		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Safe distance is maintained while traveling under powerlines		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Unattended equipment visibly marked at night		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Parking brake set when equipment parked and equipment chocked when parked on incline		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EARTHMOVING EQUIPMENT OPERATION (3.2.4)</b>					
30. Equipment operated on safe roadways and grades		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Equipment operated at safe speed		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Equipment not operated during inclement weather, lightning storms		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Using equipment to lift loads, other than earth, done according to equipment manufacturer specifications		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. Lifting and hauling capacities are not exceeded		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Equipment components lowered when not in use		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. All machine guards are in place		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. Air monitoring conducted per HSP/FSI for hazardous atmospheres		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EARTHMOVING EQUIPMENT MAINTENANCE (3.2.5)</b>					
38. Defective components repaired immediately		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. Suspended equipment or equipment parts are supported prior to work under or between		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40. Lockout/tagout procedures used prior to maintenance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41. Tires on split rims removed using safety tire rack or cage		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42. Good housekeeping maintained on and around equipment		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EXCAVATING AT HAZARDOUS WASTE SITES (3.2.6)</b>					
43. Waste disposed of according to HSP		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44. Appropriate decontamination procedures being followed, per HSP		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### SECTION 3

Complete this section for all items checked “No” in Sections 1 or 2. Deficient items must be corrected in a timely manner.

[illegible]



## H&S Self-Assessment Checklist - EXCAVATIONS

Page 1 of 3

This checklist shall be used by CH2M HILL personnel **only** and shall be completed at the frequency specified in the project's HSP/FSI.

This checklist is to be used at locations where: 1) CH2M HILL employees enter excavations (complete Sections 1 and 3), and/or 2) CH2M HILL oversight of an excavation subcontractor is required (complete entire checklist).

SSC/DSC may consult with excavation subcontractors when completing this checklist, but shall not direct the means and methods of excavation operations nor direct the details of corrective actions. Excavation subcontractors shall determine how to correct deficiencies and we must carefully rely on their expertise. Items considered to be imminently dangerous (possibility of serious injury or death) shall be corrected immediately or all exposed personnel shall be removed from the hazard until corrected.

Completed checklists shall be sent to the health and safety manager for review.

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Location: \_\_\_\_\_ PM: \_\_\_\_\_

Auditor: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This specific checklist has been completed to:

- ☐ Evaluate CH2M HILL employee exposures to excavation hazards
- ☐ Evaluate a CH2M HILL subcontractor's compliance with excavation H&S requirements

Subcontractors Name: \_\_\_\_\_

- Check "Yes" if an assessment item is complete/correct.
- Check "No" if an item is incomplete/deficient. Deficiencies shall be brought to the immediate attention of the excavation subcontractor. Section 3 must be completed for all items checked "No."
- Check "N/A" if an item is not applicable.
- Check "N/O" if an item is applicable but was not observed during the assessment.

Numbers in parentheses indicate where a description of this assessment item can be found in Standard of Practice HS-32.

### SECTION 1

Yes   No   N/A   N/O

#### **PERSONNEL SAFE WORK PRACTICES (3.1)**

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Competent person has completed daily inspection and has authorized entry                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Personnel aware of entry requirements established by competent person                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Protective systems are free from damage and in stable condition                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Surface objects/structures secured from falling into excavation                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Potential hazardous atmospheres have been tested and found to be at safe levels          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Precautions have been taken to prevent cave-in from water accumulation in the excavation | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Personnel wearing appropriate PPE, per HSP/FSI   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

<u>SECTION 2</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>	<u>N/O</u>
<b>GENERAL (3.2.1)</b>				
8. Daily safety briefing/meeting conducted with personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Excavation and protective systems adequately inspected by competent person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Defective protective systems or other unsafe conditions corrected before entry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Guardrails provided on walkways over excavation 6' or deeper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Barriers provided at excavations 6' or deeper when not readily visible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Barriers or covers provided for wells, pits, shafts, or similar excavation 6' or deeper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Excavating equipment operated safely (use earthmoving equipment checklist in HS-27)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PRIOR TO EXCAVATING (3.2.2)</b>				
15. Location of underground utilities and installations identified	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EXCAVATING ACTIVITIES (3.2.3)</b>				
16. Rocks, trees, and other unstable surface objects removed or supported	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Exposed underground utility lines supported	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Undermined surface structures supported or determined to be in safe condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Warning system used to remind equipment operators of excavation edge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EXCAVATION ENTRY (3.2.4)</b>				
20. Trenches > 4' deep provided with safe means of egress within 25'	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Structure ramps designed and approved by competent person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Potential hazardous atmospheres tested prior to entry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Rescue equipment provided where potential for hazardous atmospheres exists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Ventilation used to control hazardous atmospheres and air tested frequently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Appropriate respiratory protection used when ventilation does not control hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Precautions taken to prevent cave-in from water accumulation in the excavation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Precautions taken to prevent surface water from entering excavation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Protection provided from falling/rolling material from excavation face	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Spoil piles, equipment, materials restrained or kept at least 2' from excavation edge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EXCAVATION PROTECTIVE SYSTEMS (3.2.5)</b>				
30. Protective systems used for excavations 5' or deeper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Protective systems for excavation deeper than 20' designed by registered PE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. If soil unclassified, maximum allowable slope is 34 degrees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Protective systems free from damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. Protective system used according to manufacturer recommendations and not subjected to loads exceeding design limits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. Protective system components securely connected to prevent movement or failure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. Cave-in protection provided while entering/exiting shielding systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. Personnel removed from shielding systems when installed, removed, or vertical movement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROTECTIVE SYSTEM REMOVAL (3.2.6)</b>				
38. Protective system removal starts and progresses from excavation bottom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. Protective systems removed slowly and cautiously	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40. Temporary structure supports used if failure of remaining components observed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41. Backfilling taking place immediately after protective system removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>EXCAVATING AT HAZARDOUS WASTE SITES (3.2.7)</b>				
42. Waste disposed of according to HSP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43. Appropriate decontamination procedures being followed, per HSP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



# **CH2M HILL FIELD SAFETY INSTRUCTIONS**

## **Attachment 7**

### **Applicable Material Safety Data Sheets**

**SECTION 01500C—SUPPLEMENTAL “C”**

**CONTINGENCY PLAN FOR THE MANAGEMENT OF ABRASIVE BLAST MATERIAL  
(ABM) AND UNKNOWN HAZARDOUS MATERIALS**

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*Final*

**Contingency Plan  
for the Management of  
Abrasive Blast Material and  
Unknown Hazardous Materials,  
Parcel A' Phase 1 Development,  
Hunters Point Shipyard**

Prepared for  
**Lennar/Bayview Hunters Point**

April 2005

**CH2MHILL**  
155 Grand Avenue Suite 1000  
Oakland, California 94612

# Contents

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<b>Acronyms and Abbreviations .....</b>	<b>iv</b>
<b>1.0 Introduction.....</b>	<b>1-1</b>
1.1 Document Objectives .....	1-1
<b>2.0 Background.....</b>	<b>2-1</b>
2.1 Site Description.....	2-1
2.2 Site History .....	2-1
2.3 ABM Description .....	2-2
2.4 Historical Use of Abrasive Blast Material at HPS .....	2-2
2.5 Other Unknown Hazardous Materials.....	2-3
<b>3.0 Identification and Notification Procedures.....</b>	<b>3-1</b>
3.1 Identification of ABM .....	3-1
3.2 Site Controls .....	3-1
3.3 Training.....	3-1
3.4 Preliminary Identification of ABM .....	3-2
3.5 Monitoring of Grading Activities.....	3-2
3.6 Verification of ABM .....	3-2
3.7 Notifications .....	3-3
3.8 Preliminary Identification of Unknown Hazardous Materials.....	3-3
3.9 Verification of Unknown Hazardous Materials.....	3-3
3.10 Notification of Unknown Hazardous Materials .....	3-4
<b>4.0 Sampling and Analysis .....</b>	<b>4-1</b>
4.1 Field Screening and Sample Collection.....	4-1
4.1.1 Radiological Screening .....	4-1
4.1.2 Excavation .....	4-1
4.1.3 Sample Collection.....	4-2
4.1.4 Equipment Decontamination.....	4-2
4.1.5 Health and Safety .....	4-3
4.1.6 Sample Documentation and Tracking.....	4-3
4.1.7 Sample Handling and Custody .....	4-4
4.2 Analysis .....	4-5
<b>5.0 Material Management .....</b>	<b>5-1</b>
5.1 Storage Time Limit .....	5-1
5.2 Waste Storage Areas .....	5-1
5.3 Labels .....	5-1
5.4 Methods to Store Wastes .....	5-2
5.4.1 Drums/Small Containers .....	5-2
5.4.2 Stockpiles .....	5-3
5.4.3 Roll-off Bins.....	5-3

5.5	Waste Storage Area Inspections .....	5-3
5.6	Additional Requirements for Low-level Radioactive Wastes .....	5-4
5.7	Additional Requirements for the Management of USTs .....	5-4
<b>6.0</b>	<b>Transportation and Disposal.....</b>	<b>6-1</b>
6.1	Transportation and Disposal of Waste Stream.....	6-1
6.2	Additional Requirements for Low-level Radioactive Wastes .....	6-1
<b>7.0</b>	<b>Recordkeeping and Reporting.....</b>	<b>7-1</b>
7.1	Initial Notifications and Reporting .....	7-1
7.2	Location .....	7-1
7.3	Analytical Results .....	7-1
7.4	Transportation and Disposal Log .....	7-1
<b>8.0</b>	<b>References .....</b>	<b>8-1</b>

## Attachments

- 1 Material Specification Sheet and Material Safety Data Sheet for Black Beauty® Coal Slag Abrasive
- 2 ABM Notification Form

## Figures

- 3-1 Parcel A' Hillside Utility Corridors
- 3-2 Parcel A' Hilltop Utility Corridors

## Tables

- 3-1 Hunters Point Shipyard Contact Information
- 4-1 Radioactive Monitoring Action Levels
- 4-2 RCRA Toxicity Characteristic Criteria
- 4-3 California (non-RCRA) Toxicity Characteristic Criteria



# Acronyms and Abbreviations

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ABM	abrasive blasting material
CCR	California Code of Regulations
DTSC	Department of Toxic Substances Control
GPS	Global Positioning System
HPS	Hunters Point Shipyard
Navy	United States Department of the Navy
PPE	personal protective equipment
RCRA	Resource Conservation and Recovery Act
ROD	Record of Decision
RWQCB	Regional Water Quality Control Board
SFDPH	San Francisco Department of Public Health
STLC	soluble threshold limit concentration
UST	underground storage tank
TCLP	toxicity characteristic leaching procedure
TTLC	total threshold limit concentration
USEPA	United States Environmental Protection Agency

# 1.0 Introduction

---

## 1.1 Document Objectives

CH2M HILL prepared this contingency plan for abrasive blast material (ABM) in accordance with the requirements of the permit process established in Article 31 of the City and County of San Francisco Health Code. This plan is submitted by Lennar/Bayview Hunters Point and CH2M HILL as part of the planning process for upcoming Phase 1 development at the Hunters Point Shipyard (HPS) Parcel A' (the site) in San Francisco, California. This plan further satisfies the specific requirement to prepare a construction contingency plan for unknown hazardous materials described in Mitigation Measure 7.E. of the *Final Environmental Impact Report for the Disposal and Reuse of Hunters Point Shipyard* (Navy 2001)

This plan addresses procedures that will be implemented if ABM and/or other unknown, potentially hazardous materials (which may include underground storage tanks [USTs] and associated piping) are found during the development of the horizontal infrastructure at the site. In addition, this plan describes management and disposal of these materials and special measures that will be implemented to monitor for the presence of ABM.

## 2.0 Background

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### 2.1 Site Description

Parcel A is approximately 75 acres and is located in the northern portion of the HPS. Historically, the dominant land use of Parcel A was residential and non-industrial. Currently, approximately 64 buildings are present on Parcel A, 45 of which are former residences. In addition to the 64 buildings, the foundations of 43 former structures are also located in Parcel A. Parcel A contains storm drains, steam lines, a sanitary sewer system, electrical transformers, and an active natural gas distribution system that serves Buildings 915 and 916. Asphalt, buildings, or other structures cover most of the lowlands. Open space at Parcel A is vegetated or bare soil.

Parcel A consists of Parcel A-1 (also known as Parcel A East) and Parcel A-2 (also known as Parcel A West) of the Hunters Point Shipyard, as defined in two separate Quitclaim Deeds both recorded on December 3, 2005. Parcel A is approximately 75 acres and is located in the northern portion of the HPS. The Phase I horizontal development project will be confined to Parcel A' Hilltop and Parcel A' Hillside.

### 2.2 Site History

The United States Department of the Navy (Navy) acquired the title to the land known as HPS in 1940 and began developing its shipyard activities, including shipbuilding, repair, and maintenance. Buildings at HPS included office and commercial buildings such as facilities for warehousing, fuel storage and distribution, and machining and metal fabrication. Between 1976 (the point at which the Navy ceased its operations) and 1986, the Navy leased most of HPS to a private ship-repair company, which conducted activities similar to the Navy's.

HPS was divided into six parcels (Parcels A, B, C, D, E, and F) for purposes of remediation. Multiple investigations have been performed at HPS for over 20 years. Between 1984 and 1993, initial preliminary assessments were conducted facility-wide at HPS. Based on the results of these initial preliminary assessments, subsequent preliminary assessments were performed within Parcel A to further evaluate possible sites for inclusion in the Parcel A remedial investigation program. In 1995, the Navy performed a remedial investigation of Parcel A to characterize the nature and extent of chemical contamination in the parcel. The United States Environmental Protection Agency (USEPA), the Department of Toxic Substance Control (DTSC), and Regional Water Quality Control Board (RWQCB) participated and were consulted throughout the Parcel A remedial investigation process and the development of the Parcel A Record of Decision (ROD). USEPA concurred with the findings of the Parcel A investigations on November 8, 1995 and signed the Parcel A ROD on November 29, 1995. The DTSC and RWQCB also concurred and signed the Parcel A ROD on November 28, 1995. The Parcel A ROD approved by the USEPA and co-regulatory agencies is the decision document demonstrating that the Navy has taken all necessary

remedial actions to comply with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

A final Finding of Suitability to Transfer was signed in January 2001. A revision to the Finding of Suitability to Transfer was completed in March 2002; a second revision was completed in March 2004; and a third and final revision completed in September 2004. These revisions include a boundary map update for Parcel A, as well as additional information about radiological clearance and other historic activities within Parcel A.

## 2.3 ABM Description

A variety of ABM is available for industrial use. ABM is generally a non-cohesive, granular material and typically may have a characteristic green or black color. Granulated ABM made by all manufacturers is chemically inert; therefore, it does not have hazardous waste characteristics of flammability, corrosivity, or reactivity.

Historically, silica sands were commonly used as ABM, though current practices limit their use due to safety concerns related to silica dust. Other common ABMs used at naval facilities include Green Diamond<sup>®</sup>, a ferro-nickel slag produced as a byproduct of nickel production from lateritic ore, and Black Beauty<sup>®</sup>, a coal slag abrasive manufactured and marketed by Reed Minerals, a subsidiary of Harsco Corporation of Wormsleyburg, Pennsylvania. A material specification and Material Data Safety Sheet for Black Beauty<sup>®</sup> are provided in Attachment 1

Due to the use of lead-based paint on ships, elevated levels of metals, particularly lead, may be found in used ABM. Other constituents found in ABM may include chromium, copper, nickel, and zinc.

Coal slag sometimes contains low levels of naturally-occurring radionuclides (radium and its daughter products), which may be concentrated during the ABM manufacturing process, resulting in ABM with relatively low, but elevated radiation levels as compared to background.

## 2.4 Historical Use of Abrasive Blast Material at HPS

Historically, sandblasting of ships occurred at HPS to prepare ship hulls for repainting and other repairs. Wet sandblasting is also specifically mentioned as a method used for decontamination of irradiated ships involved in Operation Crossroads in the late 1940s and early 1950s, as documented in the *Draft Final Historical Radiological Assessment, Volume II* (NAVSEA 2004).

Anecdotal evidence suggests that ABM may have been used at HPS as bedding, aggregate, or backfill material (e.g., for pipelines, former fill areas, roadways, and driveways). Typically, the Navy did not keep records documenting the placement locations, so the exact locations and quantities of ABM are not known. However, ABM has been encountered during site characterization and remediation activities.

In 1995, a material described as black sandblast grit was excavated from the Installation Restoration Site 59 Jerrold Avenue Investigation. This material was not analyzed for

radioactivity but was analyzed for Contract Laboratory Program semivolatile organic compounds, pesticides, and polychlorinated biphenyls; total petroleum hydrocarbons as diesel fuel and as motor oil; and metals. The material was excavated until confirmation samples collected from the excavation area contained minimal concentrations of any constituents of concern.

In 1999, black ABM was excavated during remedial activities at Installation Restoration Site 7 (Parcel B). A composite sample of the material was collected and sent to a laboratory for alpha spectral and gamma spectral analyses. The results of these analyses indicated that radiation was present at background levels and that there was no radiological hazard associated with the material.

In any instance of discovery of previously unknown ABM, there is the potential for some low levels of contamination, either metals or low-level radioactivity. The levels of contamination may not pose a risk to human health, but this plan has been developed to take a conservative approach and to establish procedures in the event that ABM is encountered.

## 2.5 Other Unknown Hazardous Materials

As previously described in Section 2.2, the site has been characterized and found to be suitable for transfer and use for residential development. The levels of contamination remaining on site have been found not to pose a risk to human health, but this plan has been developed to take a conservative approach and to establish procedures in the event that previously unknown hazardous materials are encountered during the course of redevelopment activities. Based on the historical use of Parcel A as housing, the types of previously unknown hazardous materials might potentially be expected to consist of isolated spills of small volumes of petroleum, paints, pesticides, herbicides, other household products, or previously-unidentified USTs and associated piping.

## 3.0 Identification and Notification Procedures

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### 3.1 Identification of ABM

The identification procedure for ABM and unknown hazardous materials is a multi-tiered process that will include:

- Site controls to identify likely areas for encountering ABM.
- Personnel training.
- Preliminary identification of potential ABM and unknown hazardous materials by equipment operator/site worker.
- Verification of ABM and unknown hazardous materials by soils technician.
- Implementation of radiological screening and ABM sampling and management procedures.

### 3.2 Site Controls

The Phase I work at Parcel A will consist of demolition of existing utilities and mass regrading of a large part of Parcel A' Hilltop and A' Hillside Areas shown in Figures 3-1 and 3-2. It is during these activities that ABM and other unknown hazardous materials are most likely to be encountered. ABM is most likely to be found in the utility corridors. Any open areas will be cleared of vegetation, and surfacing materials will be removed from areas with existing asphalt, concrete, etc., leaving a "clean" surface at the site prior to the grading operation and providing optimal conditions for equipment operators to observe the materials that are being excavated.

In addition, areas with higher density of subsurface utilities will be physically marked with stakes, flags, or by other means so that operators will be able to identify areas where ABM is more likely. At a minimum, the areas shown on Figures 3-1 and 3-2 will be marked as areas with a higher density of subsurface utilities. Other areas may be added as necessary due to specific field conditions.

### 3.3 Training

As part of the site-specific health and safety training that will be required of equipment operators and site workers, instruction will be given on how to identify potential ABM and unknown hazardous materials. Training will be conducted by the site safety representative and Lennar's environmental consultant and, at a minimum, include:

- Identification of the areas on site with highest potential to encounter ABM (i.e., areas with a high density of utility corridors as shown on Figures 3-1 and 3-2).

- Description of physical characteristics of ABM and potential chemical and radiological hazards.
- Description of other observations that may indicate the presence of unknown hazardous materials (soil staining, odor, sheen, presence of unidentifiable substances).
- Instructions to modify normal grading procedures in order to conduct work in a manner that allows observation of material being handled.
- Instructions on notification procedures in the event that a potential ABM or unknown hazardous materials are identified.

The San Francisco Department of Public Health (SFDPH) will be notified of the initial and any subsequent training dates a minimum of one week in advance so a representative may attend.

### 3.4 Preliminary Identification of ABM

After site-specific training is provided, as described above, equipment operators and site workers will use the soil observation procedure to provide constant visual monitoring of the soils being managed. Due to potential variability in the appearance of ABM, workers will initially be instructed to identify all significant pockets of sandy material. When potential ABM is identified, the operator will notify his or her supervisor or the on-site soils technician for verification of the ABM.

### 3.5 Monitoring of Grading Activities

In order to ensure compliance with ABM identification procedures covered in preliminary training, the on-site soils technician or project environmental consultant will conduct random verification inspections. Initially, these inspections will be conducted at least daily, and documented in the daily site reports. Observations will include spot checking of materials being handled, observation of the equipment operators' work procedures, and general verification that grading is proceeding in a manner that ensures that ABM or other unknown hazardous materials will be correctly identified.

If the inspector notes unacceptable actions on the part of the equipment operator, he or she will immediately notify the site supervisor and the equipment operator and reiterate procedures covered in the training. If continuing problems are observed, work will be halted in the utility corridors, procedures will be modified, and personnel retrained as necessary. SFDPH will be notified of any modifications to the procedures implemented.

### 3.6 Verification of ABM

A full-time soils technician will be on site during all grading activities to monitor and provide quality control for the earthwork. The technician will examine sandy materials identified as potential ABM for additional indications that it may be ABM such as color, granularity, and presence of paint chips or other characteristics. If the material is determined to be a natural sand or clean pipe backfill, the soils technician will clear the area

for the resumption of work. Cleared areas will be documented in the soils technician's daily report. If the soils technician identifies the material as ABM, the site safety representative will be notified, and the area will be marked and vacated.

Implementation of sampling and ABM management procedures are described in the following section.

## 3.7 Notifications

The site safety representative upon confirming the presence of ABM will immediately notify the entities shown in Table 3-1.

TABLE 3-1  
Hunters Point Shipyard Contact Information  
*Hunters Point Shipyard, San Francisco, California*

Function/Title	Name	Phone Number
Lennar/BVHP Project Director	Gary McIntyre	415/995-4817 Gary.McIntyre@Lennar.com
CH2M HILL Project Environmental Consultant	Phil Burke	510/587-7689 Pburke@ch2m.com
SFDPH Hunters Point Project Coordinator	Amy Brownell	415/252-3967 Amy.Brownell@sfdph.org
Navy Hunters Point Project Manager	Patrick Brooks	619/532-0930 george.brooks@navy.mil

## 3.8 Preliminary Identification of Unknown Hazardous Materials

After site-specific training is provided as described above, equipment operators and site workers will provide constant visual monitoring of the soils being managed. Workers will be instructed to identify all significant anomalies such as discoloration, odor, sheen, etc. When potential hazardous materials are identified, the operator will notify his or her supervisor or the on-site soils technician for verification of the unknown hazardous material.

## 3.9 Verification of Unknown Hazardous Materials

As described in Section 3.5, a full-time soils technician will be on site during all grading activities to monitor and provide quality control for the earthwork. The technician will examine any substances identified as potential hazardous materials for additional indications that it may be hazardous. If the material is determined to be natural sand or other identifiable material, the soils technician will clear the area for the resumption of work. If the soils technician is unable to identify the material, the site safety representative will be notified, and the area will be marked and vacated.



The project environmental consultant will be notified and mobilized to the site to perform additional sampling and testing to preliminarily characterize the unknown material. Implementation of sampling and management procedures for unknown hazardous materials are described in Section 3.10.

### **3.10 Notification of Unknown Hazardous Materials**

The site safety representative or project environmental consultant, upon confirming the presence of unknown hazardous materials, will immediately notify the entities listed in Table 3-1 of this report.

## 4.0 Sampling and Analysis

### 4.1 Field Screening and Sample Collection

Upon verification of the presence of ABM and/or unknown hazardous materials, the site safety representative will be notified. In addition to the site-specific health and safety requirements and field monitoring procedures being performed in the designated work area, the safety representative or Lennar's environmental consultant will perform additional monitoring and sampling upon the discovery of ABM material and/or unknown hazardous materials. In the case of the discovery of ABM, additional monitoring will include radiological screening prior to excavation and periodically during sampling (*in situ* or from stockpiles).

#### 4.1.1 Radiological Screening

Radiological monitoring of the ABM will be performed using a Victoreen V190 Radiation Monitor. Monitoring will be conducted both prior to excavation and while the material is stockpiled in accordance with the radiation monitor manufacturer's instructions. Table 4-1 presents the action levels that will be used when monitoring the site for radioactive materials.

TABLE 4-1  
Radioactive Monitoring Action Levels  
*Hunters Point Shipyard, San Francisco, California*

Monitoring Equipment	Frequency of Monitoring	Monitoring Results/Action Levels
Victoreen V190 Radiation and Count Meter with GM detectors	Initially on ABM at work site; periodically during sampling	Background: Continue work >3x Background: Consult Radiation Health Specialist <sup>a</sup> >2 mR/Hr: Establish radioactive exclusion zone <sup>a</sup>

<sup>a</sup> All radiation levels above background are detected, a post-ABM excavation screening level will be established by the Navy to verify that all ABM has been excavated.

#### 4.1.2 Excavation

ABM is an unknown environmental condition for which the Navy retains responsibility at Parcel A; therefore, the Navy will be immediately notified and consulted regarding management of the ABM. It is anticipated that the Navy's contractor will excavate and remove ABM from Parcel A for stockpiling while awaiting analysis.

For other unknown hazardous materials, the results of the preliminary identification by the environmental consultant will be provided to SFDPH, and a determination will be made whether the unknown substance is an environmental condition for which the Navy retains responsibility. If the unknown hazardous material is determined to be the Navy's responsibility, the Navy will be notified.

Other unknown hazardous materials not managed by the Navy's contractor, will be excavated and stored or stockpiled as described below while awaiting analysis. The limits of excavation of other hazardous material will be confirmed by telephone conference with SFDPH, the Navy and regulatory agencies prior to starting excavation. Excavation will be supervised by the soils technician, safety representative, or environmental consultant who will also measure and note the location of the limits of the hazardous material removed and left in place (if any). The limits of excavated material will be documented by survey or global positioning system (GPS).

Until the unknown hazardous material is characterized, it will be treated as hazardous waste and segregated from non-hazardous wastes and other materials. If the unknown materials are determined to be a non-hazardous solid waste through sampling, requirements for storage described below will be adjusted appropriately. In any case, the minimum requirements for materials stockpiling specified in the Construction Stormwater Pollution Prevention Plan will be met.

#### 4.1.3 Sample Collection

It is anticipated that the Navy's contractor will characterize the excavated ABM for disposal. However, if Lennar's contractor performs the excavation, the ABM and/or unknown hazardous materials container or stockpile will be sampled by Lennar's environmental consultant, CH2M HILL, to collect a representative sample for characterization purposes. If ABM and/or unknown hazardous materials are stockpiled, the stockpile will be sampled at the surface and at one-foot intervals to the total depth of the stockpile. If the ABM and/or unknown hazardous materials are stored in a roll-off container, samples will be collected from different depths and areas within the roll-off and composited into a representative sample prior to chemical analyses in accordance with the requirements of the disposal facility.

All sample equipment will be decontaminated properly prior to use. The samples will be collected using a stainless-steel hand trowel, hand auger, or equivalent equipment. Samples will be placed into laboratory-supplied, certified-clean, glass jars and will be filled to the top. Each sample container will be closed as soon as it is filled and chilled for shipment to an off-site California-certified laboratory.

#### 4.1.4 Equipment Decontamination

Sampling equipment must be thoroughly decontaminated to ensure the quality of the samples collected. All equipment that encounters potentially-contaminated samples will be decontaminated. Disposable equipment intended for one-time use will not be decontaminated but will be packaged for disposal. Decontamination will occur prior to each use of the equipment.

Used personal protective equipment (PPE) will be double-bagged and placed in a municipal refuse dumpster on site. Any PPE and disposable equipment to be disposed of that can still be reused will be rendered unusable before disposal into the dumpster.

### 4.1.5 Health and Safety

Sampling activities will be performed by appropriately-trained personnel in accordance with a site-specific health and safety plan for sampling activities (to be developed separately). Sampling will be conducted by Occupational Safety and Health Administration 40-hour Hazardous Waste Operations and Emergency Response-trained personnel, who will be included in the CH2M HILL medical surveillance program.

### 4.1.6 Sample Documentation and Tracking

Sample containers will be received from the laboratory pre-labeled and pre-preserved. The sample identification and date and time of sampling will be entered on the label immediately after collection. The labels will be secured using clear tape to maintain the identification of each sample.

Vital information regarding the collection of each sample will be recorded in a field log book or similar notebook. The logbook should be bound with consecutively-numbered pages. All entries will be legibly written in black ink and signed and dated by the individual making the entries. Factual and objective language will be used. All entries will be complete and accurate enough to allow reconstruction of each field activity. The logbook will contain:

- GPS or surveyed coordinates for each sample location.
- Sample location and description. (A sketch with measured distances from reference points will be recorded if there is no established identification for the sample location. Sketch should include a north arrow, approximate scale, and the nearest cross streets or other landmarks.)
- Sample identification.
- Sampler's name.
- Name of supervisor in charge.
- Date and time of sampling.
- Sample designation as composite or grab.
- Sample matrix.
- Type and identification of sampling equipment used.
- Field observations that may be relevant to the analysis or sample integrity (odor, color, weather conditions, etc.).
- Preservative used.
- Lot numbers of sample containers, chain-of-custody number, custody seal number.
- Shipping arrangement.
- Destination laboratory.

### 4.1.7 Sample Handling and Custody

The contracted analytical laboratory will provide the required sample containers. All containers will have been cleaned and certified free of the analytes of concern for this project. No sample containers will be reused. The contracted laboratory will add preservatives, if required, prior to shipping the sample containers to the field. The laboratory, upon receipt of the samples, will verify the adequacy of preservation and will add additional preservative, if necessary.

Precautions must be taken to preserve and ensure the integrity of all samples from the time of collection through analysis. Sample custody records must be maintained both in the field and in the subcontractor laboratory. A sample is considered to be in a person's custody if it is either in his or her physical possession or view, locked up, or kept in a secured and restricted area. Until the samples are shipped, sample custody will be the responsibility of the sampling team leader.

Chain-of-custody records document sample collection and shipment to the laboratory. A chain-of-custody form will be completed in triplicate for each sampling event. The original and second copy will be delivered with the sample-shipping cooler, and the third copy will be retained in the field documentation files. The chain-of-custody form will identify the contents of each shipment and maintain the custodial integrity of the samples. All chain-of-custody forms will be signed and dated by the responsible sampling team personnel. The "relinquished by" box will be signed by the responsible sampling team personnel, and the date, time, and air bill number will be noted on the chain-of-custody form.

A self-adhesive custody seal will be placed across the lid of each sample to maintain sample integrity until the laboratory opens it. The shipping coolers containing the samples will be sealed with a custody seal prior to shipping. All custody seals will be signed and dated by the responsible sampling team personnel.

At a minimum, the chain-of-custody form must document:

- Unique sample identification.
- Date and time of sample collection.
- Source of sample (including name, location, and sample type).
- Analyses required.
- Name of sampler.
- Custody transfer signatures and dates and times of sample transfer from the field to transporters and to the laboratories.
- Bill of lading or transporter tracking number (if applicable).
- Name and contact details (facsimile and/or email) of person to whom laboratory results will be reported.

Once samples are received, custody must be maintained at the laboratory until all tests are complete. This will be accomplished using an internal custody system that requires samples

to be kept in a secured and restricted area when not in use and to be checked out and checked back in by the analysts who use the samples. The laboratory must maintain internal custody records for each sample as part of the documentation file.

Prior to shipment of the samples, the container lids will be checked for tightness, and if the container is not full, the outside of the container will be marked with indelible ink at the sample volume level. Sample bottles will be double-bagged in heavy-duty plastic. Glass containers will be covered with bubble wrap to prevent breakage.

All previous labels used on the sample shipping cooler will be removed. The drain plugs will be sealed with fiberglass tape (outside and inside) to prevent melting ice from leaking. A cushioning layer of Styrofoam (or like material) will be placed at the bottom of the cooler to prevent breakage during shipment. The cooler will be lined with a large plastic bag (same type used to contain samples).

All ice will be double-bagged in a zip-locked plastic bag. The chain-of-custody form will be placed in a zip-locked bag. Samples will be placed in an upright position in the cooler. Ice will be placed on top of samples and between samples. Void space between samples should be filled with Styrofoam (or like material). The cooler lid will be taped with strapping tape, encircling the cooler several times. Custody seals will be placed on four sides of the cooler lid (two seals in front, one back, and side). "This Side Up" arrows will be placed on the sides of the cooler.

Sample coolers will be transported to the laboratory immediately after sample collection. Intermediate stops should be avoided, with the exception of emergencies only, in which case the situation should be noted in the field notebooks. The laboratory should be notified prior to the implementation of this sampling and analysis plan to assist with sample transport.

## 4.2 Analysis

ABM and/or unknown hazardous material samples will be analyzed to characterize each sample as solid waste or hazardous for disposal purposes. A solid waste is considered a Resource Conservation and Recovery Act (RCRA) hazardous waste if the waste exhibits any of the characteristics of ignitability, corrosivity, reactivity, or toxicity identified in Title 22 of the California Code of Regulations (22 CCR) 66261.21, 66261.22(a)(1), 66261.22(a)(2), 66261.23, and 66261.24(a)(1). As previously mentioned, ABM is inert (is not hazardous based on ignitability, corrosivity or reactivity), so determinations will focus on whether the ABM could be classified as a toxicity characteristic waste as defined by constituent concentrations that exceed the toxicity characteristic leaching procedure (TCLP) limits. TCLP is a laboratory procedure used to simulate the way hazardous constituents could leach from a solid waste by subjecting that waste to an acid buffer. If total constituent concentration analyses were performed on a waste sample but TCLP analyses were not, the USEPA standard is to multiply the federal regulatory limit by 20 for comparison with the total values. Table 4-2 presents the TCLP limits and the totals conversion for solids.

TABLE 4-2  
RCRA Toxicity Characteristic Criteria  
*Hunters Point Shipyard, San Francisco, California*

USEPA Hazardous Waste Code	Constituent	TCLP Leachate Maximum (mg/L)	Maximum Totals Conversion for Solids (mg/kg)
D004	Arsenic	5.0	100
D005	Barium	100.0	2,000
D006	Cadmium	1.0	20
D007	Chromium (total)	5.0	100
D008	Lead	5.0	100
D009	Mercury	0.2	4
D010	Selenium	1.0	20
D011	Silver	5.0	100
D012	Endrin	0.02	0.4
D013	Lindane	0.4	8
D014	Methoxychlor	10.0	200
D015	Toxaphene	0.5	10
D016	2,4-D	10.0	200
D017	2,4,5-TP Silvex	1.0	20
D018	Benzene	0.5	10
D019	Carbon tetrachloride	0.5	10
D020	Chlordane	0.03	0.6
D021	Chlorobenzene	100	2,000
D022	Chloroform	6.0	120
D023	o-Cresol <sup>a</sup>	200.0	4,000
D024	m-Cresol <sup>a</sup>	200.0	4,000
D025	p-Cresol <sup>a</sup>	200.0	4,000
D026	Cresols <sup>a</sup>	200.0	4,000
D027	1,4-Dichlorobenzene	7.5	150
D028	1,2-Dichloroethane	0.5	10
D029	1,1-Dichloroethylene	0.7	14
D030	2,4-Dinitrotoluene	0.13	2.6
D031	Heptachlor (and epoxide)	0.008	0.16
D032	Hexachlorobenzene	0.13	2.6
D033	Hexachlorobutadiene	0.5	10
D034	Hexachloroethane	3.0	60
D035	Methyl ethyl ketone	200.0	4,000
D036	Nitrobenzene	2.0	40
D037	Pentachlorophenol	100.0	2,000
D038	Pyridine	5.0	100
D039	Tetrachloroethylene	0.7	14
D040	Trichloroethylene	0.5	10
D041	2,4,5-Trichlorophenol	400.0	8,000
D042	2,4,6-Trichlorophenol	2.0	40
D043	Vinyl chloride	0.2	4

<sup>a</sup> If cresol isomers cannot be differentiated, total cresols are used.

mg/L = milligrams per liter.

mg/kg = milligrams per kilogram.

Under the California hazardous waste program, the standards for toxicity characteristic wastes are defined for both total constituent concentrations in the waste and the potential leachate concentrations as simulated by the waste extraction test. Wastes can be classified as non-RCRA, state-only, toxicity characteristic hazardous wastes if they exceed the soluble threshold limit concentration (STLC) or the total threshold limit concentration (TTLC) values listed in 22 CCR 66261.24(a)(2). These values are presented in Table 4-3. For comparison with analyses of environmental samples, 10 times the STLC value is used instead of 20 (the dilution ratio for an STLC is less than for a TCLP). California regulations provide that if total concentrations in the waste are below STLC values, the waste extraction test is not required.

TABLE 4-3  
California (non-RCRA) Toxicity Characteristic Criteria  
*Hunters Point Shipyard, San Francisco, California*

Substance a,b	STLC (mg/L)	TTLC (mg/kg)
Antimony and/or antimony compounds	15	500
Arsenic and/or arsenic compounds	5.0	500
Asbestos		1.0 (as percent)
Barium and/or barium compounds (excluding barite)	100	10,000 <sup>c</sup>
Beryllium and/or beryllium compounds	0.75	75
Cadmium and/or cadmium compounds	1.0	100
Chromium (VI) compounds	5	500
Chromium (III) compounds	5 <sup>d</sup>	2,500
Cobalt and/or cobalt compounds	80	8,000
Copper and/or copper compounds	25	2,500
Fluoride salts	180	18,000
Lead and/or lead compounds	5.0	1,000
Mercury and/or mercury compounds	0.2	20
Molybdenum and/or molybdenum compounds	350	3,500 <sup>e</sup>
Nickel and/or nickel compounds	20	2,000
Selenium and/or selenium compounds	1.0	100
Silver and/or silver compounds	5	500
Thallium and/or thallium compounds	7.0	700
Vanadium and/or vanadium compounds	24	2,400
Zinc and/or zinc compounds	250	5,000
Aldrin	0.14	1.4
Chlordane	0.25	2.5
DDT, DDE, DDD	0.1	1.0
2,4-Dichlorophenoxyacetic acid	10	100
Dieldrin	0.8	8.0
Dioxin (2,3,7,8-TCDD)	0.001	0.01
Endrin	0.02	0.2
Heptachlor	0.47	4.7
Kepone	2.1	21
Lead compounds, organic	-	13
Lindane	0.4	4.0
Methoxychlor	10	100
Mirex	2.1	21
Pentachlorophenol	1.7	17
Polychlorinated biphenyls	5.0	50
Toxaphene	0.5	5



**TABLE 4-3**  
 California (non-RCRA) Toxicity Characteristic Criteria  
*Hunters Point Shipyard, San Francisco, California*

<b>Substance a,b</b>	<b>STLC (mg/L)</b>	<b>TTLT (mg/kg)</b>
Trichloroethylene	204	2,040
2,4,5-Trichlorophenoxypropionic acid	1.0	10

<sup>a</sup> STLC and TTLT values are calculated on the concentrations of the elements, not the compounds.

<sup>b</sup> In the case of asbestos and elemental metals, the specified concentration limits apply only if the substances are in a friable, powdered, or finely-divided state. Asbestos includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.

<sup>c</sup> Excluding barium sulfate.

<sup>d</sup> If the soluble chromium, as determined by the TCLP set forth in 22 CCR Division 4.5, Appendix I of chapter 11, less than 5 mg/L, and the soluble chromium, as determined by the procedures set forth in 22 CCR Division 4.5, Appendix II of chapter 11, equals or exceeds 560 mg/L, and the waste is not otherwise identified as a RCRA hazardous waste pursuant to section 66261.100, then the waste is a non-RCRA hazardous waste.

<sup>e</sup> Excluding molybdenum disulfide.

Initial analysis of the ABM or unknown hazardous material is likely to consist of full TCLP and/or full totals analysis, depending upon the requirements of the disposal facility. Prior to disposal, the facility proposed for waste treatment or disposal will be contacted to identify its waste acceptance criteria. Some facilities require waste characterization analyses such as TCLP, while others require testing only to meet certain permit requirements or no testing at all. The disposal facility will also be consulted to determine initial sample frequency.

If the ABM or unknown hazardous material waste stream is uniform (based on initial testing as well as physical observations), the testing frequency may be reduced.

## 5.0 Material Management

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### 5.1 Storage Time Limit

All ABM and/or other hazardous material found within the limits of disturbance will be excavated and storage time will be minimized to the extent practicable. ABM and/or other hazardous material will be removed from the site as soon as possible and in all circumstances will be removed from the site within 90 days from the date of generation. California regulations impose a 90-day hazardous waste accumulation time period regardless of how much hazardous waste is generated. Solid wastes shall be removed from the site as soon as possible.

### 5.2 Waste Storage Areas

Roll-off boxes, containers or stockpiles may be used for ABM and/or other hazardous material and will be placed in a secure designated temporary accumulation area (less than 90 days). Satellite accumulation rules found in 22 CCR 6626.34, require that:

- The containers are in good condition (no rusting or defects).
- Wastes are compatible with the container.
- Containers remain closed except when adding or removing wastes.
- Containers are not opened, handled, moved, or stored in a manner that may rupture or cause the container to leak.
- Areas used for container storage are inspected weekly. Inspections must be documented in field notebook.

Hazardous waste storage areas shall contain emergency equipment sufficient to respond to the hazard posed by the waste. Typical items in a hazardous waste storage area include fire extinguishers, decontamination equipment, PPE, portable eyewash, and an alarm system if radio equipment is not available to all staff working in storage area.

### 5.3 Labels

The labeling of ABM and/or other hazardous material containers will be in accordance with 49 Code of Federal Regulations 172, 173, and 178. Labels will include the type of waste, location where the waste was generated, and accumulation start date. Containers or roll-off boxes used to store/accumulate shall include one of the following labels:

- “Analysis Pending” – Temporary or handwritten label until analytical results are received and reviewed. This label shall include the accumulation start date.

- “Hazardous Waste” – Preprinted hazardous waste labels with the following information:
  - Accumulation start date
  - Generator name
  - USEPA identification number for site
  - Waste codes
  - For containers of less than 110 gallons, the manifest number must be on the label before transporting
- “Non-hazardous Waste” – Preprinted labels with the following information:
  - Accumulation start date
  - Generator name
  - USEPA identification number
  - Waste-specific information (e.g., contaminated soil)

## 5.4 Methods to Store Wastes

Wastes shall be stored in one of the following settings and according to the requirements described in the following sections. Additional Best Management Practices for stockpiles contained in the construction Stormwater Pollution Prevention Plan and Dust Control Plan may also apply.

### 5.4.1 Drums/Small Containers

- Drums and small containers of hazardous waste will be transported to the temporary accumulation areas on wood pallets and will be secured together with non-metallic bonding.
- Drums shall be inspected and inventoried upon arrival on site for signs of contamination and/or deterioration.
- Adequate aisle space (e.g., 30 inches) shall be provided for containers such as 55-gallon drums to allow the unobstructed movement of personnel and equipment. A row of drums should be no more than two drums wide.
- Each drum shall be provided with its own label.
- Drums shall remain covered except when removing or adding waste to the drum. Covers shall be properly secured at the end of each work day.
- Drums shall be disposed of with the contents. If the contents are removed from the drums for off-site transportation and treatment or disposal, the drums shall be triple-rinsed prior to reuse or before leaving the site, unless they are to be refilled with waste that are compatible with the material contained previously.

### 5.4.2 Stockpiles

ABM and/or other hazardous materials will not be stockpiled for longer than 90 days. At a minimum, the following procedures shall be followed when stockpiling ABM and/or other hazardous materials:

- Stockpiles shall be provided with liner, cover, and perimeter berm to prevent rupture and release or infiltration of liquids.
- Minimum 6-mil polyethylene sheeting shall be used for liners and covers.
- The perimeter berm, typically hay bales placed beneath the liner, shall be constructed to allow for collection of any free liquids draining from the stockpile.
- Accumulated free liquids shall be pumped (or otherwise removed) to a container.
- Covers and perimeter berms shall be secured in-place when not in use and at the end of each work day, or as necessary to prevent wind dispersion or runoff from major precipitation events.
- Construction materials for the stockpiles that contact waste shall be disposed of as contaminated debris.
- Accumulation dates shall be maintained in a field notebook for waste stored on site in stockpiles.

### 5.4.3 Roll-off Bins

- Roll-off bins shall be inspected upon arrival on site. Any roll-off bins arriving with contents shall be rejected.
- Roll-off bins for hazardous soils shall be provided with covers and disposable liners. Liners shall be disposed of as contaminated debris.
- When not in use, securely fastened covers shall be installed on all roll-off bins.
- Old labels shall be removed.
- Roll-off bins shall be inspected by the transporter after removal of the liner and shall be decontaminated in the event of evidence of liner failure.

## 5.5 Waste Storage Area Inspections

Areas used for waste storage shall be inspected for malfunctions, deterioration, discharges, and leaks that could result in a release. The inspection schedule will be:

- Daily inspection of containers, tanks, and roll-off bins (for leaks, signs of corrosion, or signs of general deterioration).
- Daily inspection of stockpiles (for liner and berm integrity).

Inspections shall be recorded in a field notebook, and record of inspection shall be maintained on site.

## 5.6 Additional Requirements for Low-level Radioactive Wastes

If the ABM is determined to be radioactive, additional measures for handling and storage will be implemented as required by federal and California law. Additional requirements will be determined in consultation with the Navy.

## 5.7 Additional Requirements for the Management of USTs

If unknown hazardous materials are determined to be USTs, they will be handled in accordance with the applicable regulations including but not limited to the following regulations:

- California Health and Safety Code (H&SC), Division 20, Chapter 6.9 (Section 25280 et.seq.)
- CCR, Title 23, Division 3, Chapter 16 (Section 2610 et.seq.)
- California State Water Resources Control Board, Leaking Underground Fuel Tank Manual.
- SFDPH Underground Storage Tank Removal Regulations. Contact telephone 415/252-3893.

## 6.0 Transportation and Disposal

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### 6.1 Transportation and Disposal of Waste Stream

Each transportation vehicle and load of waste shall be transported and disposed of in accordance with the Transportation and Disposal Plan.

### 6.2 Additional Requirements for Low-level Radioactive Wastes

If the ABM or unknown hazardous material is determined to be radioactive, additional measures for transportation and disposal will be implemented as required by federal and California law. Additional requirements will be determined in consultation with the Navy.

## 7.0 Recordkeeping and Reporting

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### 7.1 Initial Notifications and Reporting

As described in Section 4.0, the SFDPH and Navy will be notified immediately upon verification of ABM. In addition, the SFDPH will be notified by fax, or phone within 24 hours when any unknown hazardous material is encountered at the site. A sample notification form is provided as Attachment 2 of this report.

Waste disposal reporting to SFDPH will be in accordance with the Disposal Plan and comply with the *Hunters Point Reuse Plan Final Environmental Impact Report* Mitigations Measures 8A (Navy 2001) and shall, at a minimum, include a list of landfills used and contact information, tracking spreadsheets (or equivalent) that include: date of excavation, location of excavation, quantity, soil type, bill of lading or manifest number, transporter, and landfill.

### 7.2 Location

The limits of ABM and/or unknown hazardous materials will be noted in field logbooks during excavation as described in Section 5.0. Field notes, and surveyed or GPS limits of ABM or unknown hazardous material, will be provided to SFDPH for inclusion in their geographic information system.

### 7.3 Analytical Results

Results of ABM and/or unknown hazardous material characterization analyses will be provided to the SFDPH for inclusion in their database.

### 7.4 Transportation and Disposal Log

Transportation of wastes shall be inventoried the day of transportation from the site. A carbon copy of the initial manifest form for each load will be retained on site and attached to the daily construction report. A Lennar representative will sign all required transportation manifests.

## 8.0 References

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Naval Sea Systems Command (NAVSEA). 2004. *Draft Final Historical Radiological Assessment, Volume II, History of the Use of General Radioactive Materials, 1939 – 2003, Hunters Point Shipyard*, February.

United States Department of the Navy (Navy). 2001. *Final Environmental Impact Report for the Disposal and Reuse of Hunters Point Shipyard*. June.



**Attachment 1**  
**Material Specification Sheet and**  
**Material Safety Data Sheet for**  
**Black Beauty® Coal Slag Abrasive**

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**Attachment 2**  
**Unknown Hazardous Material Notification Form**

## ABM OR UNKNOWN HAZARDOUS MATERIAL ENCOUNTER RECORD

**Fax completed form to:**

<b>SFDPH</b> Attn: Amy Brownell 415-252-3964 (fax) 415-252-3967 (phone)	<b>NAVY</b> Attn: Patrick Brooks 619-     (fax) 619-532-0930 (phone)	<b>CH2M HILL</b> Attn: Anne Estabrook 510-622-9146 (fax) 510-587-7646 (phone)
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Contractor

Date

Supervisor

Location

Size, type, and depth of utilities encountered

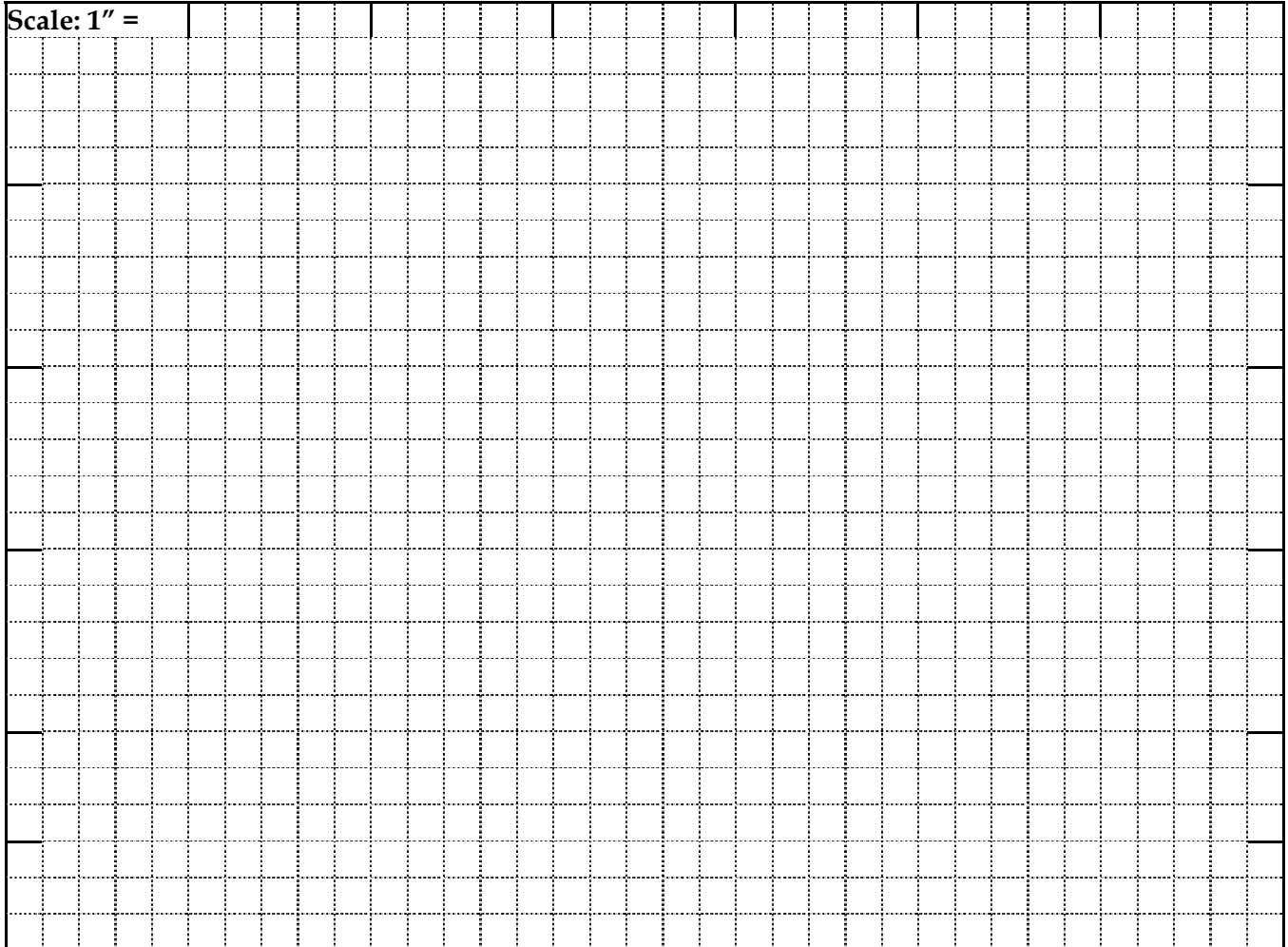
Activity in process when ABM was found

Estimated quantity of ABM ☐ Removed      ☐ Remaining

GPS Coordinates

### SITE PLAN

Scale: 1" =





Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SECTION 01500D—SUPPLEMENTAL “D”**

**AMENDMENT NO. 1 - STORMWATER POLLUTION PREVENTION PLAN,  
HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT, MARCH 2014  
(COMPLETE SWPPP DOCUMENT PROVIDED UPON REQUEST TO OWNER)**

Project No.  
**5638.617.014**

March 7, 2014

Mr. Bronson Johnson  
HPS Development Co. LP  
1 California Street, Suite 2700  
San Francisco, CA 94111

Subject: HPS – Innes Court and Hillpoint Park  
San Francisco, California

**WDID 238C332976**

**2013-2014 SWPPP UPDATE (AMENDMENT NO. 001)**

Reference: ENGEO; Storm Water Pollution Prevention Plan, Hunters Point Shipyard Development Project, Innes Avenue, San Francisco, California; Project No. 5638.617.014; February 7, 2014.

Dear Mr. Johnson:

This 2013-2014 Update (Amendment No. 001) to the project SWPPP has been prepared at the request of HPS Development for Innes Court and Hillpoint Park of the Hunters Point Shipyard redevelopment project in San Francisco, California. This update was prepared to include the proposed construction work for the Innes Court and Hillpoint Park and to satisfy the State Water Resources Control Board (SWRCB) General Construction Permit Order No. 2009-009 DWQ. As a result, the 2013-2014 SWPPP Update identifies the following:

- Site-Specific Erosion and Sediment Control Plans (ESCP)
- Construction Schedule
- SWPPP BMP
- SWPPP Amendment Log

**EROSION AND SEDIMENT CONTROL PLAN**

The site-specific Erosion and Sediment Control Plan (ESCP) for Innes Court and Hillpoint Park at Hunters Point Shipyard has been prepared by ENGEO (attached) to reflect perimeter and inlet protection BMPs specific to the subject area. The attached plan (Sheets ER1.0, ER2.0, ER3.0 and ER4.0) should be added to Appendix S of the project SWPPP and incorporated along with the “Erosion Control Plans (2014)” prepared for the Construction Phase of Innes Court and Hillpoint Park at Hunters Point Shipyard by ENGEO dated February 7, 2014.

The Erosion and Sediment Control Plans for the project should also be displayed on the wall in the construction trailer and actively updated to reflect current site conditions.

## **CONSTRUCTION SCHEDULE**

The preliminary construction schedule for Innes Court and Hillpoint Park at Hunters Point Shipyard, as provided by Lennar, reflects anticipated start date and project completion date as follows:

- 04/01/14 - Start Construction of Innes Court and Hillpoint Park
- 10/15/14 - Finish Construction of Innes Court and Hillpoint Park

## **SWPPP BMPs**

Construction of Innes Court and Hillpoint Park at Hunters Point Shipyard should comply with the Best Management Practices outlined in the project SWPPP, which include but are not limited to:

- WM-1 Material Delivery and Storage (Section 7.0)
- WM-2 Material Use (Section 7.0)
- WM-3 Stockpile Management (Section 7.0)
- WM-4 Spill Prevention and Control (Section 7.0)
- WM-5 Solid Waste Management (Section 7.0)
- WM-6 Hazardous Waste Management (Section 7.0)
- WM-8 Concrete Waste Management (Section 7.0)
- WM-9 Sanitary Facilities (Section 7.0)
- WM-10 Liquid Waste Management (Section 7.0)
- NS-1 Water Conservation Practices (Section 7.0)
- NS-6 Illicit Connection/Discharge (Section 7.0)
- NS-7 Potable Water and Irrigation (Section 7.0)
- NS-9 Vehicle and Equipment Fueling (Section 7.0)
- SE-1 Silt Fence (Section 9.0)
- SE-5 Fiber Rolls (Section 9.0)
- SE-7 Street Sweeping and Vacuuming (Section 9.0)
- SE-10 Storm Drain Inlet Protection (Section 9.0)
- TC-1 Stabilized Construction Entrance/Exit (Section 9.0)

## **SWPPP AMENDMENT LOG – AMENDMENT NO. 001**

The SWPPP Amendment Log presented below applies to Amendment No. 001 only. The complete SWPPP Amendment Log for the project also included as an attachment should be inserted into Appendix F of the project SWPPP (Reference).

**SWPPP AMENDMENT LOG**

<b>Amendment No.</b>	<b>Date</b>	<b>Describe Change</b>	<b>Prepared By</b>
001	03/07/14	<ol style="list-style-type: none"><li>1. Revised Construction Schedule<ul style="list-style-type: none"><li>• 04/01/14 - Start Construction of Innes Court and Hillpoint Park</li><li>• 10/15/14 – Finish Construction of Innes Court and Hillpoint Park</li></ul></li><li>2. Erosion and Sediment Control Plans<ul style="list-style-type: none"><li>• Innes Court and Hillpoint Park at Hunters Point Shipyard (Sheets ER1.0, ER2.0, ER3.0, and ER4.0)</li></ul></li></ol>	HPS Development / ENGEO

**CLOSING**

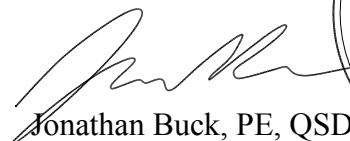
This 2013-2014 SWPPP Update (Amendment No. 001) should be archived in the SWPPP. If you have any questions regarding the contents of this amendment, please call.

Sincerely,

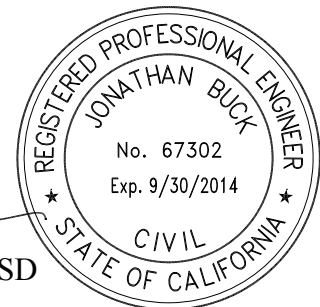
ENGEO Incorporated



Alan Moreira  
am/jb/jf



Jonathan Buck, PE, QSD



Attachments: Innes Court and Hillpoint Park ESCP  
SWPPP Amendment Log



**ENGEO INCORPORATED**

**Innes Court and Hillpoint Park @ Hunters Point Shipyard Development Project  
Erosion and Sediment Control Plans (Sheets ER1.00, ER2.00, ER3.00 and ER4.00)**





BEST MANAGEMENT PRACTICES NOTES  
RISK LEVEL 2 REQUIREMENTS

THE FOLLOWING NOTES INCLUDE MINIMUM REQUIREMENTS EXCEPTED FROM ATTACHMENT D OF CA STATE WATER RESOURCES CONTROL BOARD (SWRCB) ORDER NO. 2009-0099 DWA, WRPES NO. C0500002 FOR A RISK LEVEL 2 SITE.

A. EROSION STANDARDS

- STORMWATER DISCHARGES AND AUTHORIZED NON-STORMWATER DISCHARGES REGULATED BY SWRCB ORDER NO. 2009-0099 SHALL BE PREVENTED FROM OCCURRING AT ANY TIME OF THE YEAR. ANY DISCHARGE OF REPORTABLE QUANTITIES ESTIMATED IN 40 C.F.R. §§117.3 AND 302.1, UNLESS A SEPARATE WRPS PERMIT HAS BEEN ISSUED TO REGULATE THESE DISCHARGES.
- DISCHARGERS SHALL MINIMIZE OR PREVENT POLLUTANTS IN STORM WATER DISCHARGES AND AUTHORIZED NON-STORMWATER DISCHARGES THROUGH THE USE OF CONSTRUCTION BEST MANAGEMENT PRACTICES THAT ADHERE PAT FOR TOXIC AND NON-CONVENTIONAL POLLUTANTS AND BEST FOR CONVENTIONAL POLLUTANTS.
- NUMERICAL - RISK LEVEL 2 DISCHARGERS ARE SUBJECT TO A PH MAX OF 6.5-8.5, AND A TURBIDITY MAX OF 250 NTU.

B. GOOD SITE MANAGEMENT "HOUSEKEEPING"

- CONSTRUCTION MATERIALS  
MAINTAIN AN INVENTORY OF THE PRODUCTS USED AND/OR EXPECTED TO BE USED AND THE END PRODUCTS THAT ARE PRODUCED AND/OR EXPECTED TO BE PRODUCED. THIS DOES NOT INCLUDE MATERIALS AND EQUIPMENT THAT ARE DESIGNED TO BE OUTDOORS AND EXPOSED TO ENVIRONMENTAL CONDITIONS (I.E., POLES, EQUIPMENT PADS, CABINETS, CONDUCTORS, INSULATORS, BRICKS, ETC.).
- COVER AND BERM LOOSE STOCKPILED CONSTRUCTION MATERIALS THAT ARE NOT ACTIVELY BEING USED (I.E., SOIL, SPILLS, AGGREGATE, FLY-ASH, SILICOX, HORIZONTAL LIME, ETC.).
- STORE CHEMICALS IN WATERPROOF CONTAINERS (WITH APPROPRIATE SECONDARY CONTAINMENT TO PREVENT ANY SPILLAGE OR LEAKAGE) OR IN A STORAGE SHED (COMPLETELY ENCLOSED).
- MINIMIZE EXPOSURE OF CONSTRUCTION MATERIALS TO PRECIPITATION. THIS DOES NOT INCLUDE MATERIALS AND EQUIPMENT THAT ARE DESIGNED TO BE OUTDOORS AND EXPOSED TO ENVIRONMENTAL CONDITIONS (I.E., POLES, EQUIPMENT PADS, CABINETS, CONDUCTORS, INSULATORS, BRICKS, ETC.).
- IMPLEMENT BARRS TO PREVENT THE OFF-SITE TRACKING OF LOOSE CONSTRUCTION AND LANDSCAPE MATERIALS.
- APPLY GRAVEL CONSTRUCTION ENTRANCE MATERIAL WITHIN MATERIAL STORAGE AREA.

- WASTE MANAGEMENT  
PREVENT DISPOSAL OF ANY RUNOFF OR WASH WATERS OR MATERIALS ON IMPERVIOUS OR PERVIOUS SITE SURFACES OR INTO THE STORM DRAIN SYSTEM.
- ENSURE THE CONTAINMENT OF SANITATION FACILITIES (E.G., PORTABLE TOILETS) TO PREVENT DISCHARGES OF POLLUTANTS TO THE STORM WATER DRAINAGE SYSTEM OR RECEIVING WATER.
- CLEAN OR REPLACE SANITATION FACILITIES AND INSPECTING HIGH REGULARLY FOR LEAKS AND SPILLS.
- COVER WASTE DISPOSAL CONTAINERS AT THE END OF EVERY BUSINESS DAY AND DURING A RAIN EVENT.
- PREVENT DISCHARGES FROM WASTE DISPOSAL CONTAINERS TO THE STORM WATER DRAINAGE SYSTEM OR RECEIVING WATER.

- TRASH RECEIPTERS WILL BE PROVIDED THROUGHOUT THE SITE AND UTILIZED BY ALL WORKERS FOR ALL DEBRIS REMOVED FROM THE SITE. DEBRIS SHALL BE TO BE COLLECTED, RECYCLED, CLEANED AND/OR BURNED NECESSARY TO THE SITE. DEBRIS SHALL BE TO BE COLLECTED, RECYCLED, CLEANED AND/OR BURNED MAY RESULT IN THE ISSUANCE OF A CORRECTIVE NOTICE, CITATION, OR PROJECT STOP WORK ORDER.
- CONFINED AND SECURELY PROTECT STOCKPILED WASTE MATERIAL FROM RAIN AND RAIN AT ALL TIMES UNLESS ACTIVELY BEING USED.
- IMPLEMENT PROCEDURES THAT EFFECTIVELY ADDRESS HAZARDOUS AND NON-HAZARDOUS SPILLS.

- DEVELOP A SPILL RESPONSE AND IMPERMEATION ELEMENT OF THE SWPPP PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE SWPPP SHALL REQUIRE THAT:  
i. EQUIPMENT AND MATERIALS FOR CLEANUP OF SPILLS SHALL BE AVAILABLE ON SITE AND THAT SPILLS AND LEAKS SHALL BE CLEANED UP IMMEDIATELY AND DISPOSED OF PROPERLY; AND  
ii. APPROPRIATE SPILL RESPONSE PERSONNEL ARE ASSIGNED AND TRAINED.
- ENSURE THE CONTAINMENT OF CONCRETE WASHOUT AREAS AND OTHER WASH-OUT AREAS THAT MAY CONTAIN ADDITIONAL POLLUTANTS SO THERE IS NO DISCHARGE INTO THE UNDERLYING SOIL AND ONTO THE SURROUNDING AREAS.

- VEHICLE STORAGE AND MAINTENANCE  
PREVENT OIL, GREASE, OR FUEL TO LEAK IN TO THE GROUND, STORM DRAINS OR SURFACE WATERS.
- PLACE ALL EQUIPMENT OR VEHICLES, WHICH ARE TO BE FIELD, MAINTAINED AND STORED IN A DESIGNATED AREA FITTED WITH APPROPRIATE DRAINS.
- APPLY GRAVEL CONSTRUCTION ENTRANCE MATERIAL WITHIN THE VEHICLE STORAGE AREA.
- CLEAN LEAKS IMMEDIATELY AND DISPOSING OF LEAKED MATERIALS PROPERLY.
- SURFACINGS SHOULD BE NOTED THAT THEY ARE TO PARK ON GRAVED OR DESIGNATED GRAVEL AREAS AND NOT DRIVE INTO UN-PAVED AREAS IN ORDER TO AVOID TRACKING DIRT ONTO PAVEMENT.

- LANDSCAPE MATERIALS  
MAINTAIN STOCKPILED MATERIALS SUCH AS MULCHES AND TOPSOIL WHEN THEY ARE NOT ACTIVELY BEING USED.
- CONTAIN FERTILIZERS AND OTHER LANDSCAPE MATERIALS WHEN THEY ARE NOT ACTIVELY BEING USED.
- DISCONTINUE THE APPLICATION OF ANY BIOLOGIC LANDSCAPE MATERIAL WITHIN 2 DAYS BEFORE A FORECASTED RAIN EVENT OR DURING PERIODS OF PRECIPITATION.
- APPLY BIOLOGIC LANDSCAPE MATERIAL AT QUANTITIES AND APPLICATION RATES ACCORDING TO MANUFACTURER'S RECOMMENDATIONS OR BASED ON WRITTEN SPECIFICATIONS BY KNOWLEDGEABLE AND EXPERIENCED FIELD PERSONNEL.
- STORE BIOLOGIC LANDSCAPE MATERIAL ON PALLETS AND COVERING OR STORING SUCH MATERIALS WHEN NOT BEING USED OR APPLIED.

- POTENTIAL POLLUTANTS  
DISCHARGERS SHALL MAINTAIN A LIST OF POTENTIAL POLLUTANT SOURCES AND IDENTIFY ANY AREAS OF THE PROJECT WHERE SUCH SOURCES ARE PRESENT. DISCHARGERS SHALL MAINTAIN A LIST OF POTENTIAL POLLUTANT SOURCES AND IDENTIFY ANY AREAS OF THE PROJECT WHERE SUCH SOURCES ARE PRESENT. DISCHARGERS SHALL MAINTAIN A LIST OF POTENTIAL POLLUTANT SOURCES AND IDENTIFY ANY AREAS OF THE PROJECT WHERE SUCH SOURCES ARE PRESENT. DISCHARGERS SHALL MAINTAIN A LIST OF POTENTIAL POLLUTANT SOURCES AND IDENTIFY ANY AREAS OF THE PROJECT WHERE SUCH SOURCES ARE PRESENT.

- DUST CONTROL  
DISCHARGERS SHALL IMPLEMENT GOOD HOUSEKEEPING MEASURES ON THE CONSTRUCTION SITE TO CONTROL THE RE-EROSION OF SITE MATERIALS AND FROM SITE OPERATIONS, SUCH PARTICULATES CAN INCLUDE: DUSTS, SOILS, AND LIMITED TO, SILICA, NITROGENS, PHOSPHORUS, METALS, OILS, AND GREASE AND OTHERS.
- CONSTRUCTION TRAFFIC SPEEDS WILL BE LIMITED TO 15 MPH, OR LESS, AS REQUIRED BY THE CONTRACTOR.
- DISCHARGERS SHALL IMPLEMENT MEASURES TO CONTROL ALL NON-STORMWATER DISCHARGES DURING CONSTRUCTION.
- DISCHARGERS SHALL WASH VEHICLES IN SUCH A MANNER AS TO PREVENT NONSTORMWATER DISCHARGES TO SURFACE WATERS OR WASH DRAINAGE SYSTEMS.
- DISCHARGERS SHALL CLEAN STREETS IN SUCH A MANNER AS TO PREVENT UNAUTHORIZED NON-STORMWATER DISCHARGES FROM RECEIVING SURFACE WATER OR WASH DRAINAGE SYSTEMS.

D. EROSION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF EROSION CONTROL FOR THE PROJECT AND SHALL MAINTAIN ALL EROSION CONTROL MEASURES AND MEASURES NECESSARY TO THE SATISFACTION OF THE CITY OR COUNTY ENGINEER AND THE RWCB.

- EROSION CONTROL MEASURES WILL BE PROPERLY IN PLACE YEAR-ROUND. ALL REMEDIAL PROTECTIVE MEASURES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE DAY RAIN PROBABILITY EXCEEDS 50 PERCENT.
- EXCAVATING, TILTING, BACKFILLING AND GRADING WORK SHALL NOT BE PERFORMED DURING UNPAVED AREAS. GRADING WORK SHALL NOT BE RESUMED UNTIL THE SITE AND SOIL CONDITIONS ARE SUITABLE FOR GRADING WORK IS COMPLETE.
- DISCHARGERS SHALL IMPLEMENT EFFECTIVE WIND EROSION CONTROL.

- DISCHARGERS SHALL PROVIDE EFFECTIVE SOIL COVER FOR MACHINE AREAS AND ALL FINISHED SLOPES, OPEN SPACE, UTILITY RIGHT-OF-WAY, AND COMPLETED LOTS. MACHINE AREAS OF CONSTRUCTION ARE AREAS OF CONSTRUCTION ACTIVITY THAT HAVE BEEN DISTURBED AND ARE NOT SCHEDULED TO BE RE-DISTURBED FOR POLYMER/AMIDE EROSION CONTROL MATERIALS WHICH WILL BE APPLIED TO THE EXPOSED SOIL. THE DISCHARGER SHALL CONSIDER THE USE OF PLASTIC MATERIALS RESISTANT TO SOLAR DEGRADATION.
- DISCHARGERS SHALL LIMIT THE USE OF PLASTIC MATERIALS WHEN MORE SUSTAINABLE, ENVIRONMENTALLY FRIENDLY ALTERNATIVES ARE AVAILABLE. PLASTIC MATERIALS SHALL BE USED ONLY WHEN NECESSARY TO PREVENT EROSION OF SOIL, GRASS, OR PLANTINGS. REPAIRED BILLS SHOULD BE PROTECTED WITH EROSION CONTROL MATERIALS, BONDED FIBER MATRIX OR POLYMER/AMIDE AND MULCH, OR EQUIVALENT (SEE APPLICATION TABLES).

- DISCHARGERS SHALL LIMIT THE USE OF PLASTIC MATERIALS WHEN MORE SUSTAINABLE, ENVIRONMENTALLY FRIENDLY ALTERNATIVES ARE AVAILABLE. PLASTIC MATERIALS SHALL BE USED ONLY WHEN NECESSARY TO PREVENT EROSION OF SOIL, GRASS, OR PLANTINGS. REPAIRED BILLS SHOULD BE PROTECTED WITH EROSION CONTROL MATERIALS, BONDED FIBER MATRIX OR POLYMER/AMIDE AND MULCH, OR EQUIVALENT (SEE APPLICATION TABLES).
- DISCHARGERS SHALL LIMIT THE USE OF PLASTIC MATERIALS WHEN MORE SUSTAINABLE, ENVIRONMENTALLY FRIENDLY ALTERNATIVES ARE AVAILABLE. PLASTIC MATERIALS SHALL BE USED ONLY WHEN NECESSARY TO PREVENT EROSION OF SOIL, GRASS, OR PLANTINGS. REPAIRED BILLS SHOULD BE PROTECTED WITH EROSION CONTROL MATERIALS, BONDED FIBER MATRIX OR POLYMER/AMIDE AND MULCH, OR EQUIVALENT (SEE APPLICATION TABLES).

E. SEDIMENT CONTROLS

- DISCHARGERS SHALL ESTABLISH AND MAINTAIN EFFECTIVE BARR PREVENTER CONTROLS AND STABILIZE ALL CONSTRUCTION ENTRANCES AND EXITS TO SUFFICIENTLY CONTROL EROSION AND SEDIMENT DISCHARGES FROM THE SITE YEAR-ROUND.
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF SITE WORK. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THIS ENTRANCE. THE CONSTRUCTION ENTRANCE WILL CONSIST OF AN 8-1/2" HIGH LAYER OF 3- TO 6-INCH COARSE AGGREGATE GRAVEL, EXTENDING MINIMUM DISTANCE OF 50 FEET AT EACH END OF THE ENTRANCE. THE ENTRANCE SHALL BE INSTALLED TO THE GRAVEL ENTRANCE. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY.

- PAVED STREETS WILL BE MAINTAINED ONLY AND FREQUENTLY CLEANED. SOIL TRACKED ONTO THE STREET, OR EARTH MATERIAL, AND DEBRIS STOCKPILED IN THE STREET, WILL ALSO BE SWEEPED ON AT LEAST 100 FEET PASSES OR MORE OFTEN AS NEEDED, TO MAINTAIN CONTINUOUS LITTER AND TRACKING CONTROL. STREET WASHING WILL NOT BE DONE.
- ALL DRAIN INLETS WILL BE PROTECTED AS THEY ARE COMPLETED. DURING THE ENTIRE COURSE OF CONSTRUCTION.
- IF SEDIMENT BASINS ARE TO BE USED, DISCHARGERS SHALL AT MINIMUM DESIGN SEDIMENT BASINS ACCORDING TO THE METHOD PROVIDED IN CSDS'S CONSTRUCTION BMP GUIDANCE HANDBOOK.

- AFTER EACH RAINFALL, SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS, STORM ROADS, WATERSHEDS, AND OTHER AREAS. DISCHARGERS SHALL MAINTAIN A RECORD OF ALL SEDIMENT REMOVALS AS NEEDED TO ASSURE PROPER FUNCTION AND CAPACITY. ANY REMOVED SEDIMENT SHOULD BE PLACED AWAY FROM CONCENTRATED FLOW (DRAINS, DITCHES, CREEKS) AT A SUITABLE ON-SITE LOCATION OR REMOVED TO AN APPROPRIATE DISPOSAL SITE.
- INTERIOR REAR ROADS/ALLEYS MAY BE REMOVED AS THE AREA COMES UNDER CONSTRUCTION FOR FINISH GRADING AND LANDSCAPE INSTALLATION. FUTURE PROTECTION SHOULD BE LEFT IN PLACE YEAR-ROUND.
- GRAVEL CHECK DAMS MAY BE REMOVED FROM UNPAVED ROADS AS THEY COME UNDER CONSTRUCTION.

- RISK LEVEL 2 DISCHARGERS SHALL APPLY INNER SEDIMENT CONTROLS ALONG THE TOE OF THE SLOPE, FACE OF THE SLOPE, AND AT THE GRADE BREAKS OF EXPOSED SLOPES TO COMPLY WITH SHEET FLOW LENGTHS IN ACCORDANCE WITH TABLE 1.

TABLE 1 CRITICAL SLOPE/FLOW LENGTH COMBINATIONS		
SLOPE PERCENTAGE	SHEET FLOW LENGTH	
0-25%	10 FEET	
25-50%	15 FEET	
OVER 50%	10 FEET	

F. RUN-ON AND RUNOFF CONTROLS

- DISCHARGERS SHALL EFFECTIVELY MANAGE ALL RUN-ON, ALL RUNOFF WITHIN THE SITE, AND ALL RUNOFF AREAS OF THE PROJECT. DISCHARGERS SHALL MAINTAIN A RECORD OF ALL SEDIMENT REMOVALS AS NEEDED TO ASSURE PROPER FUNCTION AND CAPACITY. ANY REMOVED SEDIMENT SHOULD BE PLACED AWAY FROM CONCENTRATED FLOW (DRAINS, DITCHES, CREEKS) AT A SUITABLE ON-SITE LOCATION OR REMOVED TO AN APPROPRIATE DISPOSAL SITE.

G. INSPECTION, MAINTENANCE AND REPAIR

- INSPECTION, MAINTENANCE, REPAIR AND SWAMPING ACTIVITIES AT THE PROJECT LOCATION SHALL BE PERFORMED OR SUPERVISED BY A QUALIFIED SWAMP PRACTITIONER (QSP) REPRESENTING THE DISCHARGER, APPROPRIATELY, BUT SHALL ENSURE ADEQUATE DEFLECTION.
- INSPECTIONS AND OBSERVATIONS SHALL OCCUR WEEKLY, AND AT LEAST ONCE EACH 24-HOUR PERIOD DURING EXTENDED STORM EVENTS, TO IDENTIFY AND RECORD BARRS THAT NEED MAINTENANCE TO OPERATE EFFECTIVELY. THAT HAVE FAILED, OR THAT COULD FAIL TO OPERATE AS INTENDED.
- UPON IDENTIFYING FAILURES OR OTHER SHORTCOMINGS, AS DIRECTED BY THE QSP, REPAIRS OR DESIGN CHANGES TO BARRS SHOULD BE IMPLEMENTED WITHIN 72 HOURS OF IDENTIFICATION AND COMPLETE THE CHANGES AS SOON AS POSSIBLE.
- FOR EACH INSPECTION REQUIRED, AN INSPECTION CHECKLIST SHALL BE COMPLETED, USING A FORM PROVIDED BY THE STATE WATER BOARD OR REGIONAL WATER BOARD OR IN AN ALTERNATE FORMAT. THE CHECKLIST SHALL BE PASSED INTO THE FIELD SWAMP BINDER AND KEPT FOR A PERIOD OF 3 YEARS.

H. RAIN EVENT ACTION PLAN

- THE DISCHARGERS SHALL ENSURE A QSP DEVELOP A RAIN EVENT ACTION PLAN (REAP) 48 HOURS PRIOR TO ANY RAIN PRECIPITATION EVENT. A LATELY PRECIPITATION EVENT IS ANY WEATHER PATTERN THAT IS FORECASTED TO PRODUCE 1/2" INCH OR MORE OF RAIN AT THE TIME OF DISCHARGE. STORIED OR UNSTORIED STORM WATER THAT WILL LEAK DISCHARGE AFTER OPENING HOURS, DUE TO UNPAVED PRECIPITATION SHALL BE OBSERVED PRIOR TO THE DISCHARGE DURING OPENING HOURS.
- RISK LEVEL 2 DISCHARGERS SHALL CONDUCT VISUAL OBSERVATIONS (INSPECTIONS) DURING BUSINESS HOURS ONLY.
- RISK LEVEL 2 DISCHARGERS SHALL RECORD THE TIME, DATE AND RAIN GUAGE READING OF ALL QUALIFYING RAIN EVENTS.
- WITHIN 2 BUSINESS DAYS (48 HOURS) PRIOR TO EACH QUALIFYING RAIN EVENT, RISK LEVEL 2 DISCHARGERS SHALL CONDUCT POST RAIN EVENT VISUAL OBSERVATIONS (INSPECTIONS) TO (1) IDENTIFY WHETHER BARRS WERE ADEQUATELY DESIGNED, IMPLEMENTED, AND EFFECTIVE, AND (2) IDENTIFY ADDITIONAL BARRS AND REPAIR THE SWPPP ACCORDINGLY.

- WITHIN 2 BUSINESS DAYS (48 HOURS) PRIOR TO EACH QUALIFYING RAIN EVENT, RISK LEVEL 2 DISCHARGERS SHALL CONDUCT POST RAIN EVENT VISUAL OBSERVATIONS (INSPECTIONS) TO (1) IDENTIFY WHETHER BARRS WERE ADEQUATELY DESIGNED, IMPLEMENTED, AND EFFECTIVE, AND (2) IDENTIFY ADDITIONAL BARRS AND REPAIR THE SWPPP ACCORDINGLY.
- IF THE SWPPP IS NOTED TO BE IN NEED OF REPAIR, THE DISCHARGER SHALL IMPLEMENT APPROPRIATE CORRECTIVE ACTIONS, INCLUDING THE SWAMP WATER STORAGE AND CONTAINMENT AREAS TO DETECT LEAKS AND ENSURE MAINTENANCE OF ADEQUATE FREEBOARD.

I. RISK LEVEL 2 MONITORING AND REPORTING REQUIREMENTS

SUMMARY OF MONITORING REQUIREMENTS							
VISUAL INSPECTIONS				SAMPLE COLLECTION			
RISK LEVEL	QUANTITATIVE PRE-STORM WATER DISCHARGE	QUANTITATIVE POST-STORM WATER DISCHARGE	QUANTITATIVE POST-STORM WATER DISCHARGE	RISK LEVEL	QUANTITATIVE PRE-STORM WATER DISCHARGE	QUANTITATIVE POST-STORM WATER DISCHARGE	QUANTITATIVE POST-STORM WATER DISCHARGE
2	X	X	X	X	X	X	X

# EROSION AND SEDIMENT CONTROL PLAN

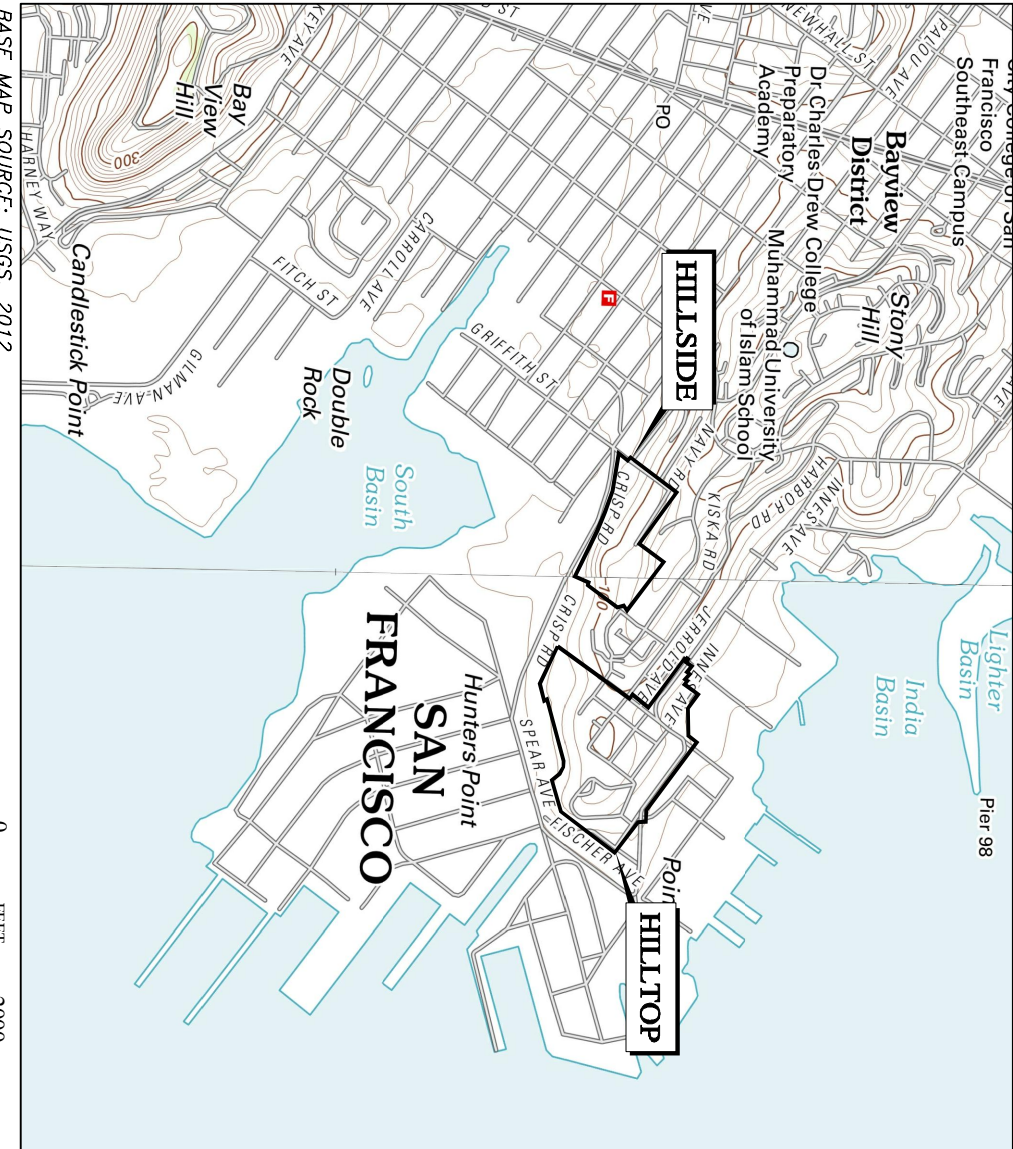
## PARCEL 'A', HUNTERS POINT SHIPYARD

### PHASE ONE OPEN SPACE

#### SAN FRANCISCO, CALIFORNIA

SHEET INDEX

SHEET NUMBER	TITLE
ER1.0	NOTES
ER2.0	BMP DETAILS
ER3.0	PLAN - HILLPOINT PARK
ER4.0	PLAN - HILLSIDE CENTRAL PARK



VICINITY MAP

TABLE 1  
HYDROMULCH AND TACKIFIER SPECIFICATIONS

- APPLICATION A  
THREE STEP APPLICATION METHOD  
STEP 1  
500 LBS. PER ACRE WOOD FIBER MULCH  
1000 LBS. PER ACRE COMPOST  
SEED AS SPECIFIED (SEE TABLE II)  
300 LBS. PER ACRE FERTILIZER (16-6-8)  
STEP 2  
2 TONS PER ACRE STRAW  
STEP 3  
500 LBS. PER ACRE WOOD FIBER MULCH  
200 LBS. PER ACRE ORGANIC TACKIFIER
- APPLICATION B  
2000 LBS. PER ACRE WOOD FIBER MULCH OR APPROVED EQUIVALENT,  
1000 LBS. PER ACRE FERTILIZER (16-6-8)  
1000 LBS. PER ACRE COMPOST  
SEED AS SPECIFIED (SEE TABLE II)  
200 LBS. PER ACRE ORGANIC TACKIFIER (SUCH AS W-BINDER BRAND)
- APPLICATION C  
STRAW AND TACKIFIER,  
TACKIFIER 200 LBS./ACRE

TABLE II  
POLYMER/AMIDE SPECIFICATIONS

MATRIX-PRECIPITATION RATE: 19" OR LESS IN A 4-5 MONTH PERIOD. SEE SEASON II #8 AND SEASON IB #6 NOTES									
SLOPE	6:1	5:1	4:1	3:1	2:1	1.5:1	1:1		
GRAIN/ACRE (GALS./ACRE)	4	5	6	7	8	9	10		
MULCH (LB./ACRE)	800-1,000	1,000-1,200	1,500-1,800	2,000-2,500	2,500-3,000	3,000-3,500	3,500-4,000		
NOTE	PRODUCED BY TERRA NOVUS: 888-943-1029 OR APPROVED EQUIVALENT								

TABLE III  
SEED MIX

SEED MIX (APPLICATION A) ALL SEEDS MUST BE GROWN AND/OR COLLECTED FROM CALIFORNIA SOURCES		
SCIENTIFIC NAME	COMMON NAME	RATE PER ACRE (LBS. OF PURE LIVE SEED)
BROODUS CARIOLUS	COLUMBIA BROME	75
VILPA RACINOSCHENS	THREE-WEEKS FESCUE	12
TRITOLIA WILSONII (ANNUALIZED)	TOWHEE CLOVER	4
ELIMUS GALIUS	BLACK MOUNTAIN	10
LIPNUS STODOLLEUS	ARROYO LUPINE	4
SEED MIX (APPLICATION B)	COMMON NAME	RATE PER ACRE (LBS. OF PURE LIVE SEED)
SCIENTIFIC NAME	COMMON NAME	RATE PER ACRE (LBS. OF PURE LIVE SEED)
ELIMUS X TITRUM	REVERED THIMBLE WINDFLOWER	80 LBS./ACRE
NOTE: ALL MUST BE PURCHASED SEED PRE-CEMINATION TREATMENTS WILL BE APPLIED BY SEED VENDOR IF REQUIRED		

TABLE IV  
EROSION CONTROL FABRIC (ECF) SPECIFICATIONS

EROSION CONTROL FABRIC (ECF) SPECIFICATIONS	
CORLEY NETFLEX, NORTH AMERICAN GREEN S150, WESTERN EXCELSIOR CS-3 OR APPROVED EQUIVALENT	

TABLE V  
BONDED FIBER MATRIX SPECIFICATIONS

BONDED FIBER MATRIX SPECIFICATIONS	
ECO AGES	2500 LB./ACRE
FLEX TERRA*	2500 LB./ACRE
OR APPROVED EQUIVALENT	

## NOTES

### EROSION AND SEDIMENT CONTROL PLAN

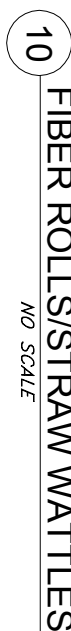
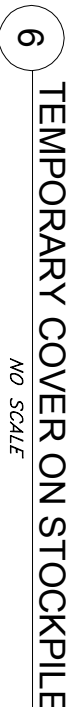
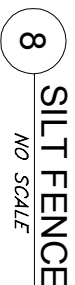
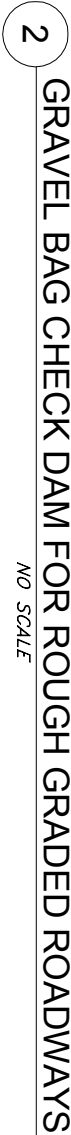
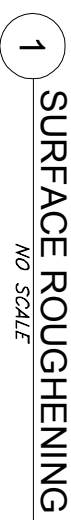
#### PARCEL 'A', HUNTERS POINT SHIPYARD

##### PHASE ONE OPEN SPACE

###### SAN FRANCISCO, CALIFORNIA

DESIGNED BY:	JB
DRAWN BY:	PC
CHECKED BY:	SAP
DATE:	MARCH 2014
SCALE:	AS SHOWN
BY	
DATE	
DESCRIPTION	





DESCRIPTION	BY
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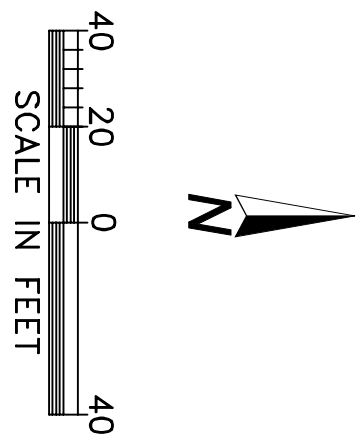
REY

5638.617.014

**BMP DETAILS**  
**EROSION AND SEDIMENT CONTROL PLAN**  
**PARCEL 'A', HUNTERS POINT SHIPYARD**  
**PHASE ONE OPEN SPACE**  
**SAN FRANCISCO, CALIFORNIA**

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**NOTES:**

1. CONCRETE WASTE MANAGEMENT, MATERIAL STORAGE AND SOLID WASTE MANAGEMENT SHALL BE CONDUCTED IN CONFORMANCE WITH THE SITE STORMWATER POLLUTION PREVENTION PLAN DURING ALL CONSTRUCTION ACTIVITIES.
2. ALL EXPOSED SLOPES SHALL BE COVERED PRIOR TO RAIN EVENTS.

**LEGEND**

- LIMITS OF DISTURBED/CONSTRUCTION AREA
- Hatched box --- HYDROSEED OR FINISHED LANDSCAPE WITH FIBER ROLL PER TABLE 1, SHEET E-1
- Solid gray box --- HARDSCAPE
- Hatched box with arrows --- STABILIZED CONSTRUCTION ENTRANCE/ROADWAY
- Arrow --- DIRECTION OF DRAINAGE FLOW
- SM --- STOCKPILE MANAGEMENT AREA (SEE DETAIL 7, SHEET E-2)
- Silt fence symbol --- SILT FENCE (SEE DETAIL 9, SHEET E-2)
- GBB --- GRAVEL BAG BEAMS (SEE DETAIL 2, SHEET E-2)
- FR --- STRAW MATS/FIBER ROLLS (SEE DETAIL 11, SHEET E-2)
- Chemical toilet symbol --- CHEMICAL TOILET (SEE DETAIL 7, SHEET E-2)
- Storm drain inlet protection symbol --- STORM DRAIN INLET PROTECTION (SEE DETAILS 3 AND 4, SHEET E-2)

**PLAN - HILLPOINT PARK**  
**EROSION AND SEDIMENT CONTROL PLAN**  
**PARCEL 'A', HUNTERS POINT SHIPYARD**  
**PHASE ONE OPEN SPACE**  
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DESIGNED BY: JB	BY	DESCRIPTION	DATE	REV.
DRAWN BY: PC				
CHECKED BY: SAP				
DATE: MARCH 2014				
SCALE: AS SHOWN				

**ER3.0**

OF 4 SHEETS

PROJECT NO. 5638.617.014

SHEET NUMBER	1
REV.	DATE



**SECTION 01500E—SUPPLEMENTAL “E”**

**DUST CONTROL PLAN (DCP)**

*Prepared for*

**HPS Development Co., LP**

**Lennar Urban**

1 California Street, Suite 2700  
San Francisco, California 94111

**REVISED DUST CONTROL PLAN**  
**PARCEL A PHASE I DEVELOPMENT**  
**HUNTERS POINT SHIPYARD**  
**SAN FRANCISCO, CALIFORNIA**

*Prepared by*

**Geosyntec**   
consultants

engineers | scientists | innovators

1111 Broadway, 6<sup>th</sup> Floor  
Oakland, California 94607

Project Number WR1366

11 December 2013

**Revised Dust Control Plan  
Parcel A Phase I Development  
Hunters Point Shipyard  
San Francisco, California**

*Prepared by*

**Geosyntec Consultants, Inc.**  
1111 Broadway, 6<sup>th</sup> Floor  
Oakland, California 94607



---

Randolph C. Brandt, PG  
Principal

Project Number: WR1366  
13 December 2013

## TABLE OF CONTENTS

1.	INTRODUCTION .....	1
1.1	Document Objective .....	1
1.2	Regulatory Basis.....	2
2.	BACKGROUND .....	5
2.1	Site Description .....	5
2.2	Site History .....	5
2.3	Phase I Scope of Work .....	6
2.4	No Visible Dust Goal .....	7
3.	POTENTIAL SOURCES OF EMISSIONS .....	8
4.	GENERAL DUST CONTROL METHODS .....	9
4.1	Visible Dust Monitoring During Site Activities.....	9
4.1.1	Visible Dust Crossing the Property Boundary .....	9
4.1.2	On-Site Visible Dust .....	10
4.2	Windblown Visible Dust during Inactive Periods.....	10
4.3	Construction Traffic .....	10
4.3.1	Trackout Prevention .....	10
4.3.2	Traffic Control .....	11
4.3.3	Off-Site Transport .....	13
4.4	Potential Dust Generating Activities .....	14
4.4.1	Site Preparation and Grading .....	14
4.4.2	Crushing .....	15
4.4.3	Demolition .....	15
4.4.4	Excavation Activities .....	16
4.4.5	Loading .....	16
4.4.6	Material Stockpiles.....	17
4.4.7	Foundation Work .....	17
4.5	Post-Construction Stabilization of Disturbed Areas.....	18
4.6	Additional Requirements for Serpentine Material.....	18
5.	MONITORING AND RECORDS .....	20



5.1	General.....	20
5.2	Dust Monitoring Procedures.....	20
5.2.1	Daily Visual Monitoring During Earth Disturbing Activities .....	20
5.2.2	Perimeter Air Monitoring Instruments.....	21
5.2.3	Independent Third Party.....	22
5.3	Recordkeeping and Reporting .....	22
5.3.1	Particulate Monitoring Instruments Recordkeeping and Reporting.....	22
5.3.2	Independent Third Party Recordkeeping and Reporting.....	23
5.4	Community Complaints.....	23
6.	REFERENCES .....	24

#### **LIST OF FIGURES**

- Figure 1: Parcel Locations and Sensitive Receptors within 1000 Feet**  
**Figure 2: Wind Rose**

#### **LIST OF APPENDICES**

- Appendix A: Particulate Monitoring System and Approval Form**  
**Appendix B: Independent Third Party Inspection Checklist**

## ACRONYMS AND ABBREVIATIONS

APCO	Air Pollution Control Officer
ATCM	Asbestos Airborne Toxic Control Measure
BAAQMD	Bay Area Air Quality Management District
BMP	best management practice
CCR	California Code of Regulations
DTSC	Department of Toxic Substance Control
EHS	Environmental Health Section
EIR	Final Environmental Impact Report
HEPA	high-efficiency particulate air
HPS	Hunters Point Shipyard
km/hr	kilometers per hour
mph	miles per hour
PM-10	Particulate Matter (on the order of ~10 micrometers or less)
RACM	regulated asbestos-containing material
ROD	Record of Decision
RWQCB	Regional Water Quality Control Board
SFDPH	San Francisco Department of Public Health
SWPPP	Storm Water Pollution Prevention Plan
USEPA	United States Environmental Protection Agency

## **1. INTRODUCTION**

This Revised Dust Control Plan (Revised DCP) has been prepared and submitted by Geosyntec Consultants, Inc. (Geosyntec) under contract to and on behalf of HPS Development Co., LP (HPS Development) as part of the planning process for proposed site development activities at the Hunters Point Shipyard (HPS) Parcel A (the Site) in San Francisco, California. Parcel A is located along the northern portion of the former HPS and comprises 75 total acres that is made up of two non-contiguous sub-parcels. The first, commonly referred to as the Hilltop Parcel, contains active development areas as well as adjoining areas that contain existing buildings 101, 110 and 808. The second, referred to as the Hillside Parcel, contains future development parcels. The Hilltop parcel is 56 acres and the Hillside Parcel is 19 acres. The Site is depicted on Figure 1. To date, HPS Development has completed demolition of former structures on both the Hilltop and Hillside Parcels, executed a mass grading and retaining wall installation project and has completed construction of the backbone infrastructure that will support future development of the Site. The Hilltop parcel is currently undergoing vertical development.

### **1.1 Document Objective**

Since the initial preparation of the project DCP, several aspects of the project and regulatory environment have changed. In response, this 2013 Revision to the DCP was prepared to:

- Update the regulatory background section of the document with information about updated approvals and changes in the regulatory framework that have occurred over the past several years; and
- Update air monitoring requirements based on six years of implementation and analysis of air monitoring data that have been collected during previous demolition and construction activities at Parcel A.

This Revised DCP has been prepared in accordance with the requirements established in Article 31 of the City and County of San Francisco Health Code and the corresponding Implementing Regulations and certain Bay Area Air Quality Management District (BAAQMD) regulations often applicable to redevelopment activities, as further described herein. This plan addresses dust control measures that will be implemented during soil disturbing activities.

Pursuant to Article 31, this plan only applies to dust control associated with soil disturbing activities on Parcel A. In accordance with the requirements of Article 31, this plan was prepared under the supervision of a professional geologist registered in the State of California.

## **1.2 Regulatory Basis**

The Hunters Point Shipyard Reuse Final Environmental Impact Report 2000 (FEIR 2000) includes mitigation measures requiring actions that will reduce or eliminate adverse environmental impacts during development of Parcel A. These mitigation measures were adopted in a Mitigation Monitoring and Reporting Program, dated 19 January 2000. The Disposition and Development Agreement incorporates Final EIR mitigation measures that are relevant for Phase I development on Parcel A and includes the commitments for implementing mitigation measures set forth in Section 20 of the Disposition and Development Agreement and in the EIR Addendum, dated 19 November 2003.

In the summer of 2010, the City certified the Candlestick Point-Hunters Point Shipyard Phase II Project Final Environmental Impact Report 2010 (CP-HPS Phase II FEIR 2010), which includes mitigation measures to be implemented during development of some portions of Parcel A on the southern edge of Parcel A-1 Hilltop. These mitigation measures were adopted in the Mitigation Monitoring and Reporting Program, dated July 2010.

The applicable mitigation measures for dust control from FEIR 2000 and CP-HPS Phase II FEIR 2010 and the requirement to comply with them were incorporated into the amendments to the San Francisco Health Code Article 31 and corresponding Implementing Regulations that were adopted by the Board of Supervisors in the summer of 2010. Submittal of this Revised DCP and approval by the San Francisco Department of Public Health (SFDPH) is intended to meet the applicable requirements of Article 31 and the Implementing Regulations. SFDPH approval of this plan will also meet applicable requirements of San Francisco Health Code Article 22B.

This Revised DCP specifically identifies the Best Management Practices (BMPs) that will be implemented to reduce air particulate emissions resulting from soil disturbance or excavation associated with grading, utility work, construction of site infrastructure, and foundation construction. This plan also includes monitoring and reporting requirements.

This Revised DCP incorporates requirements of the following applicable codes and regulations:

- California Code of Regulations (CCR) Title 17, Section 93105, the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations;
- Bay Area Air Quality Management District (BAAQMD) Regulation 2, Permits;
- BAAQMD Regulation 6, Particulate Matter and Visible Emissions;
- BAAQMD Regulation 11, Rule 14, Asbestos Containing Serpentine;
- City and County of San Francisco Building Code Section 106A.3.2.6, Construction Dust Control;
- City and County of San Francisco Health Code Article 22B;
- City and County of San Francisco Health Code Article 31 and Implementing Regulations;
- City and County of San Francisco Order Number 171,378;
- FEIR 2000 Mitigation Measure 2.B: Construction PM10;
- FEIR 2000 Mitigation Measure 8.A: Handling Naturally Occurring Asbestos during Construction; and
- CP-HPS Phase II FEIR 2010 Mitigation Measure MM HZ-15: Asbestos Dust Mitigation Plans and Dust Control Plans.

Collectively, these regulations and Mitigation Measures specify a goal of “no visible dust” emissions from the Site and outline BMPs required to meet this goal.

Because the Site is within an area that could contain naturally occurring asbestos in the soil and serpentine rock, CCR Title 17, Section 93105 (ATCM) and BAAQMD Regulation 11, Rule 14 apply to ground disturbing activities at the Site. ATCM includes, among other things, the requirement for submission of an Asbestos Dust Mitigation Plan for BAAQMD approval prior to grading activities. The ATCM also includes very specific practices to be implemented during construction. Mitigation Measure 8.A also provides BMPs for handling serpentine material, and BAAQMD Regulation 11, Rule 14 prohibits the use or sale of asbestos-containing serpentine materials for road surfacing.

Contractors selected to perform construction will be responsible for obtaining applicable permits and strictly complying with permit conditions as described in the project specifications.

## **2. BACKGROUND**

### **2.1 Site Description**

Parcel A, as set forth in the Quitclaim Deeds for the Hilltop Parcel and the Hillside Parcel of the Hunters Point Shipyard, both recorded on 3 December 2004, together consist of approximately 75 acres and both are located in the northern portion of the HPS. The Hilltop Parcel (56 acres) is located on a topographic high relative to the surrounding portions of the former Hunters Point Shipyard. To the east of the Hilltop is Parcel B. To the southeast is UC-2 and Parcel C. To the south are Parcel D-1 and Parcel G. To the west are Parcels E and E-2. Existing residential neighborhoods border the Hilltop Parcel on the north.

The Hillside Parcel (19 acres) is also located on a topographic high relative to the surrounding portions of the former Hunters Point Shipyard. To the north, east and west of the Hillside are existing residential neighborhoods. To the west is Parcel E-2.

Historically, the dominant land use of Parcel A was residential and non-industrial. The Navy-owned residential structures were demolished prior to Site grading and backbone infrastructure construction. During the mass grading phase of the project, vertically-oriented concrete block keystone retaining walls were installed and newly graded slopes on both the Hilltop and Hillside Parcels were seeded to achieve a vegetative cover. During the utility installation phase of the project, concrete road base and curb and gutter were installed across all areas of the Hilltop Parcel. The portion of the Hilltop Parcel bordering Donahue Street includes sidewalk installation. At the Hillside Parcel utility installation is partially complete. At the conclusion of utility installations, the entire Site was stabilized by a combination of hardscape (i.e., future roads, retaining walls, curb, gutter and portions of sidewalk) and a vegetative cover.

Figure 1 presents the Parcel locations and sensitive receptors within 1000 feet.

### **2.2 Site History**

The United States Department of the Navy (Navy) acquired the title to the land known as HPS in 1940 and began developing its shipyard activities, including shipbuilding, repair, and maintenance. Buildings at HPS included office and commercial buildings such as facilities for warehousing, fuel storage and distribution, and machining and metal fabrication. Between 1976 (the point at which the Navy ceased its operations) and

1986, the Navy leased most of HPS to a private ship-repair company, which conducted activities similar to the Navy's.

HPS has been divided into twelve parcels (Parcels A, B, C, D-1, D-2, E, E-2, F, G, UC-1, UC-2 and UC-3) for purposes of remediation. Multiple investigations have been performed at HPS for over 20 years. Between 1984 and 1993, initial preliminary assessments were conducted facility-wide at HPS. Based on the results of these initial preliminary assessments, subsequent preliminary assessments were performed within Parcel A to further evaluate possible sites for inclusion in the Parcel A remedial investigation program.

In 1995, the Navy performed a remedial investigation of Parcel A to characterize the nature and extent of chemical contamination in the parcel. The United States Environmental Protection Agency (USEPA), the Department of Toxic Substance Control (DTSC), and Regional Water Quality Control Board (RWQCB) participated and were consulted throughout the Parcel A remedial investigation process and the development of the Parcel A Record of Decision (ROD). USEPA concurred with the findings of the Parcel A investigations on 8 November 1995 and signed the Parcel A ROD on 29 November 1995. The DTSC and RWQCB also concurred and signed the Parcel A ROD on 28 November 1995. The Parcel A ROD approved by the USEPA and co-regulatory agencies is the decision document demonstrating that the Navy has taken all necessary remedial actions to comply with Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

A final Finding of Suitability to Transfer Parcel A was signed in January 2001. A revision to the Finding of Suitability to Transfer was completed in March 2002; a second revision was completed in March 2004; and a third revision completed in September 2004. These revisions include a boundary map update for Parcel A, as well as additional information about radiological clearance and other historic activities within Parcel A.

### **2.3 Phase I Scope of Work**

Parcel A Phase I work will consist of development of horizontal infrastructure to support later development, parks construction, and vertical construction under the control of HPS Development Co., LP. The Site activities will consist of demolition, site grading, utility system installation, paving, foundation excavation, and vertical construction of housing units and artist studio space.



For purposes of clarity, the following terms and related definitions are used throughout the Revised DCP:

- Parcel A – This term comprises both the Hilltop and Hillside Parcels. It is 75 acres in size.
- Project Area – An interchangeable term used alongside Parcel A
- Hilltop Parcel – 56 acre parcel currently undergoing vertical development. Includes existing buildings 101, 110 and 808.
- Hillside Parcel – 19 acre parcel currently idle and awaiting development (completion of all infrastructure components and vertical development).
- Development Block – Both the Hilltop and Hillside Parcels have been broken down into numbered development blocks (e.g., Block 51 within the Hilltop Parcel)
- Construction Site – Any area within the Hilltop or Hillside Parcels that is undergoing active construction. This term also includes support/staging areas immediately adjacent to the active construction.
- Future Street – Any street within the Hilltop or Hillside Parcel that is either already in place or will be installed via future construction efforts
- Future Park – A number of regional and pocket parks are planned at both the Hilltop and Hillside Parcels. Regional parks are larger in size and pocket parks encompass approximately 10,000 square feet and are located immediately adjacent to future Development Blocks.
- Building 101, 110 and 808 – Remaining buildings on the Hilltop Parcel. Buildings 101 and 110 are occupied by artists or local businesses. Building 808 is currently vacant.

#### **2.4 No Visible Dust Goal**

The dust control measures set forth in this plan are intended to achieve a goal of no visible dust emissions associated with soil disturbance, movement, or excavation of soil, to the extent required by the applicable regulations identified above.

### **3. POTENTIAL SOURCES OF EMISSIONS**

Planned site activities have the potential to generate particulate emissions in the form of fugitive dust emissions. Possible sources of particulate emissions include:

- Construction Traffic – Movement of construction equipment around unpaved portions of the construction area is capable of creating fugitive dust emissions in excavated or cleared areas. There is also the potential for vehicular traffic on paved or unpaved roads and parking lots to produce fugitive dust emissions.
- Demolition – Demolition of existing above and below grade structures can produce fugitive dust emissions via excavation efforts, vehicular traffic traveling on un-paved portions of the Site and material handling operations.
- Site Preparation and Foundation Work – Grading, excavation of footings and foundations, and backfilling operations can produce both fugitive dust emissions.
- Trenching Activities – Excavation of trenches for the installation of underground utilities can cause fugitive dust emissions.
- Material Stockpiles – Stockpiles of excavated soil from trenching activities may contribute to windborne dust emissions.
- Cleanup and Grading – Backfilling, grading, and re-vegetating of the excavated areas may produce both fugitive dust emissions.

#### **4. GENERAL DUST CONTROL METHODS**

While all parties understand that soil disturbance and excavation activities, by their nature, will produce dust, Site controls will be used to mitigate visible dust as it is generated in an effort to achieve the no visible dust goal. This section lists methods for control of fugitive dust generated by soil disturbance or excavation including:

- Dust entrained during on-site travel on paved and unpaved surfaces;
- Dust entrained during site grading, excavation, crushing, demolition, and back-filling at the construction site;
- Dust entrained during aggregate and soil stockpiling, loading, and unloading operations; and
- Wind erosion of areas disturbed during construction activities.

##### **4.1 Visible Dust Monitoring During Site Activities**

This section establishes the steps that must be taken toward achieving the goal of no visible dust from soil disturbance or excavation in terms of the amount of time permitted to address visible dust plumes. The criteria in this section apply to an active Construction Site when equipment and personnel are driving on the Site and performing work activities. The “initial observation” starts the clock for the required response measures described below. The “initial observation” is the time any of the following personnel observe visible dust: (a) workers who are disturbing soils or excavating for the permitted activity or (b) any HPS Development Co., LP representative, supervisor, contractor, subcontractor or consultant with responsibility for monitoring the permitted activity including the independent third party.

##### **4.1.1 Visible Dust Crossing the Property Boundary**

In the event visible dust from soil disturbance or excavation is observed crossing the property boundary, the following procedures will be followed to ensure adequate mitigation measures are in place to address the dust:

1. The specific source of the emissions will be immediately shut down and a more aggressive application of the existing mitigation measures described in this Section 4 will be directed.

2. Once the mitigation measures have been applied, the source of emissions will resume and observations will be conducted to verify that the mitigation measures were successful.

#### **4.1.2 On-Site Visible Dust**

In the event visible dust from soil disturbance or excavation is observed on-site, but does not cross the property boundary, the following procedures will be followed to ensure adequate mitigation measures are in place to address the dust:

1. A more aggressive application of the existing mitigation measures described in this Section 4 or additional methods of dust suppression will be directed to the specific source of emissions within 60 minutes of the initial observation.
2. If despite these more aggressive and/or additional measures the visible dust emissions continue for 90 minutes from the time of the initial observation, the specific source of emissions will be temporarily shut down until the implemented dust control mitigation is effective or, due to changed conditions, no longer necessary.

#### **4.2 Windblown Visible Dust during Inactive Periods**

The standards in this section apply on weekends and holidays or any other times when no equipment and personnel are performing work activities at the Construction Site. In the event of observations of windblown visible dust plumes from soils originating on the Construction Site, mitigation measures described in this Section 4 will be directed by the contractor within less than 4 hours of making the observation. Mitigation measures will be applied until the visible dust plumes originating from the Construction Site are minimized or eliminated. Any observations of visible dust originating from the Construction Site during inactive periods should be reported to the HPS Development Hotline at 866-5-Lennar.

#### **4.3 Construction Traffic**

##### **4.3.1 Trackout Prevention**

Trackout of loose materials will be controlled using gravel pads along with a tire washing/cleaning station installed at the access point from the unpaved portion of the project Site to a paved road to prevent tracking of soil onto public roadways. The

stabilized construction exit (gravel pads) will be installed according to the specifications provided in the Erosion and Sediment Control Plan of the Storm Water Pollution Prevention Plan (SWPPP) for the Site. All vehicle tires will also be inspected and washed as necessary to prevent trackout (at gravel ramps of at least 50 feet long) prior to entering the paved roadways.

#### **4.3.2 Traffic Control**

Mitigation measures and BMPs will be followed to control fugitive dust emissions from construction traffic traveling on unpaved portions of the Construction Site and from construction traffic traveling from unpaved to paved portions of the Project Area as described in the following sub-sections.

##### ***4.3.2.1 Travel on Unpaved Surfaces***

To the extent practicable, travel on unpaved surfaces within the construction Site will be minimized and limited only to necessary construction vehicles. Fugitive dust emissions from construction traffic traveling on unpaved surfaces will be controlled with the following mitigation measures and BMPs:

1. All unpaved roads in the project construction Site will be watered at the start of each work day and prior to the movement of any equipment traveling on the unpaved portions of the active construction Site. All of these same unpaved roads will be watered at the end of the work day. In addition, active unpaved roads will be watered every two hours or frequently enough to maintain moisture conditions adequate to prevent the release of fugitive dust. The frequency of watering can be reduced, as appropriate, during periods of precipitation.
2. Vehicle speeds will be limited to 10 miles per hour (mph) (16 kilometers per hour [km/h]) within the construction Site. Speed limit signs will be posted at the construction Site entrances. .
3. Implementation of erosion control measures identified in the Construction SWPPP, will control fugitive dust emissions from public roadways and parking areas.
4. Gravel access pads will be constructed in the temporary stockpile locations. It will be the responsibility of the construction contractor to construct and maintain functional gravel access pads.

5. Personal vehicles will not be parked within unpaved portions of the Site. Personal vehicles may be parked only on temporary graveled or paved parking areas.
6. To the extent possible, construction work vehicles (e.g. pick-up trucks) will park on paved or graveled areas within the site to avoid driving in unpaved areas.

#### ***4.3.2.2 Travel on Paved Surfaces***

The following mitigation measures will be followed to control fugitive dust emissions from construction traffic traveling on paved surfaces:

1. The main access and egress routes to the construction Site, which will be used by construction employees and delivery trucks, will be paved prior to the initiation of construction.
2. No construction vehicles will be allowed to enter or exit the unpaved portions of the Construction Site except through a treated exit (gravel pad and vehicle brush/wash station). Gravel pads will be installed at all unpaved area access/egress points to prevent tracking of soil on to public roadways. Wheel brushing stations will be constructed and used if track-out cannot be prevented by the gravel pad only. The wheel brushing stations will be upgraded to wheel washing stations if necessary to prevent track-out.
3. Construction areas adjacent to and above grade from any paved roadway will be treated with BMPs, as specified in the Construction SWPPP.
4. Any visible track-out on a paved road at any location where vehicles exit the Construction Site must be removed. If visible trackout is noted, removal must be done using wet sweeping, a high-efficiency particulate air (HEPA) filter-equipped vacuum device or other effective means of removing the trackout. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.
5. All paved roads within or adjacent to the Construction Site will be swept twice daily with a wet sweeper if the roads were used by any construction vehicles that day or if there is evidence of visible dust (windblown or otherwise).

#### ***4.3.2.3 Additional Mitigation Measures for Traffic Control***

If any of the above mitigation measures listed in Sections 4.1.2.1 through 4.1.2.2 fail to properly control fugitive dust emissions, one or more of the following reasonably available control measures will be applied:

1. Unpaved roads within active portions of the construction Site will be watered or treated with dust control solutions to minimize the generation of visible dust due to wind and vehicle traffic. If watering is the chosen method, it will occur every two hours and at the end of the day. If another liquid suppressant is chosen, then the manufacturer's application instructions will be followed.
2. Paved portions of the Construction Site will be swept at least twice daily with a wet sweeper and more frequently as necessary to control windblown dust and dust generated by vehicle traffic. Streets adjacent to the Construction Site will be swept as necessary to remove accumulated dust and soil. Water may also be applied to the paved roads if necessary to control fugitive dust.
3. Physical or chemical stabilization will be applied to control dust on unpaved roads if necessary.
4. Gravel, re-crushed/recycled asphalt or other material with low fines content (less than 5 percent) will be applied at a thickness of 3 or more inches, if necessary. Serpentine-containing material will not be used for this purpose.
5. Vehicle trips on unpaved surfaces will be reduced.

#### **4.3.3 Off-Site Transport**

All vehicles that are used to transport solid bulk material and that have the potential to cause visible fugitive dust emissions will be covered with a tarp cover, or the materials will be sufficiently wetted and loaded onto the trucks in a manner to provide at least 1 foot of freeboard. Trucks carrying loose soil or sand will be covered before they leave the construction Site, and on-Site vehicle speeds will be limited to 10 mph (16 km/h) or lower in unpaved construction areas.

Vehicles loads will be checked to ensure that they are appropriately covered and to remove any excess material on the shelf or exterior surfaces of the cargo compartment. All off-site haul trucks will access the Construction Sites via paved access roads and established gravel pads. Every off-site haul truck will proceed through the

decontamination gravel pad/tire cleaning area prior to departure from the Construction Site. Site construction personnel will be stationed at the access point to monitor inflow/outflow to and from the Site. They will be responsible for inspecting all vehicles exiting and performing the cleaning of the tires.

#### **4.4 Potential Dust Generating Activities**

These sections describe the potential dust generating activities that may occur within the project boundaries and the various dust control techniques that will be used during such activities.

In addition, the perimeter of the active Construction Site will have dust curtains, plastic tarps, or windbreaks installed in areas of active construction in an effort to reduce the wind velocity at the border of the Construction Site.

##### **4.4.1 Site Preparation and Grading**

Fugitive dust emissions from site preparation and grading activities will be controlled using the following methods:

1. During clearing and grubbing, surface soils will be pre-wet to the depth of anticipated cut where equipment will be operated. All work areas will be watered prior to the start of excavation, grading, or movement of any equipment (other than water trucks). The frequency of watering can be reduced or eliminated, as appropriate, during periods of precipitation. Soil moisture content will be sufficiently maintained to minimize fugitive dust creation. For construction fill areas which have an optimum moisture content for compaction, completion of the compaction process will be performed as expeditiously as possible to minimize the release of fugitive dust.
2. If compaction will not take place immediately following clearing and grubbing, the surface soil will be stabilized with dust palliative and water to form a crust on the soil surface.
3. Prior to completion of grading, water will be applied to any disturbed areas as needed to prevent visible emissions.
4. Graded areas will be stabilized with chemical stabilizers within 5 working days of grading completion. Seed and water all unpaved, inactive portions of the lot



or lots under construction to maintain a grass cover if they are to remain inactive for long periods during building construction.

5. Halt all clearing, grading, earthmoving, and excavating activities during periods of sustained strong winds (hourly average wind speeds of 25 mph (40 kilometers per hour [km/h] or greater).
6. Limit the area subject to excavation, grading or other construction activity at any one time. Cover on-site storage piles of loose soil or sand.
7. For inactive disturbed surfaces, the following dust control methods will be used:
  - a. A dust palliative will be applied in sufficient quantity to form a crust and create a stabilized surface.
  - b. Backfill material will be wetted, covered, or contained when not actively handled.
  - c. Inactive stockpiles (no disturbance of stockpile for more than 7 days) will be wetted, covered or contained;
  - d. Excavated materials will be stockpiled, segregated, and managed to facilitate sampling and analysis for NOA content and disposal characterization.

#### **4.4.2 Crushing**

In the event that a concrete crusher will be mobilized to the Site to crush and recycle concrete debris resulting from building and roadway demolition, crushing operations will be visually monitored for the appearance of fugitive dust. If dust is being generated, water will be applied to control the dust. Serpentine materials containing asbestos will not be processed by the crusher.

#### **4.4.3 Demolition**

Demolition activities will be monitored daily for the generation of fugitive dust. Water will be applied at the point(s) of demolition to minimize visible dust. The following methods will be utilized to minimize visible dust:

1. Prior to the commencement of daily demolition and material handling operations the active demolition area will be pre-wet.

2. Fugitive dust emissions from material handling and/or loading operations will be controlled by ensuring that all demolished material is adequately wetted during the handling and/or loading process.
3. Cover, wet or stabilize on-site piles of demolition debris.
4. Loader buckets will be emptied slowly and drop height from loader bucket minimized.
5. All loading activities will be halted during periods of sustained strong winds, defined as hourly average wind speeds of 25 mph (40 km/h or greater).
6. Prior to completion of demolition, water or other soil stabilizers will be applied to any disturbed areas as needed to prevent visible emissions.

#### **4.4.4 Excavation Activities**

Excavation activities will be visually monitored daily for the generation of fugitive dust. Water will be applied at the point of excavation or drilling to minimize visible dust. The following methods will be utilized to minimize visible dust:

1. Soil will be pre-wetted prior to excavation to minimize visible dust. Additional water will be applied during active excavation, material handling, and loading. Active excavation areas will be wet a minimum of every two hours during dry weather or more frequently as needed. The disturbed area will be watered at the end of the day or a dust palliative can be applied according to manufacturer's instructions to stabilize the loose soil and prevent the release of fugitive dust.
2. The height from which excavated soil is dropped onto either stockpiles, haul trucks, or dewatering pads will be minimized.
3. As an alternative to watering, dust palliatives may be applied in sufficient quantities to inactive disturbed areas so as to form a crust and prevent the release of fugitive dust.

#### **4.4.5 Loading**

Loading activities will be visually monitored daily for the generation of fugitive dust. The following methods will be utilized to minimize visible dust:

1. Fugitive dust emissions from loading operations will be controlled by ensuring that all excavated material is adequately wetted during the loading process.

2. Loader buckets will be emptied slowly and drop height from loader bucket minimized.
3. All loading activities will be halted during periods of sustained strong winds, defined as hourly average wind speeds of 25 mph (40 km/h or greater).

#### **4.4.6 Material Stockpiles**

Fugitive dust emissions from soil storage piles will be controlled by using a temporary cover, water, or a chemical dust control agent.

#### **4.4.7 Foundation Work**

Subsurface excavation associated with foundation work will be visually monitored daily for the generation of fugitive dust. The following methods will be utilized to control and minimize visible dust:

1. Sprinklers, wobblers, water trucks, or water pulls will be used to pre-water during cut and fill activities.
2. Building foundations will be constructed as soon as possible after grading to minimize fugitive dust emissions, unless other dust control measures are used in the interim.
3. Wind erosion control techniques, such as wind breaks, water/chemical dust suppressants, and vegetation, will be used on all construction areas that may be disturbed. Any wind erosion control techniques used will remain in place until the soil is stabilized or permanently covered with vegetation.
4. For back-filling during earthmoving operations, backfill material will be watered as needed to maintain moisture. If required, backfill soil will be mixed with water prior to moving. Loader buckets will be emptied slowly and drop height from loader bucket minimized. Once backfill material is in place, water will be applied immediately to form a crust, if necessary. A water truck or large hose will be dedicated to back-filling equipment and operations.
5. While clearing forms, single stage pours will be used where allowed. Use of high-pressure air to blow soil and debris from the form will be avoided; instead, water spray, sweeping, and/or an industrial shop vacuum will be used to clear the form.

#### **4.5 Post-Construction Stabilization of Disturbed Areas**

At the completion of the initial construction activities, any areas where soil is exposed will be covered with one of the following to reduce dust generation on the Site:

1. A vegetative cover;
2. Coverage with a minimum of 3 inches of non-asbestos-containing material; or
3. Hard surface paving.

#### **4.6 Additional Requirements for Serpentine Material**

The FEIR 2000 Mitigation Measure 8A, Handling Naturally Occurring Asbestos during Construction, includes details on post-excavation stabilization for exposed serpentine material. In a memo to SF Planning Department (SFDPH, June 2011) about this mitigation measure, SFDPH Environmental Health Section (EHS) requires that the exposed serpentine material be covered with one of the following cover types:

1. One foot of clean, non-asbestos-containing fill soil;
2. Hardscape; or
3. Vegetative cover that holds soil in place.

The June 2011 memo also clarifies that MM 8A also specifies “institutional controls” which must be implemented “to prevent future exposure to naturally occurring asbestos from excavation activities.” The purpose of the institutional control requirement is to assure that the post-excavation stabilization measure(s) will remain in place as long as the serpentine material is present. SFDPH EHS concludes in their June 2011 memo that the institutional control requirement is satisfied by the ongoing obligation to comply with the Building Code’s Construction Dust Control and the Health Code’s Article 31 requirements.

In addition, the 2010 Amendments to San Francisco Health Code Article 31 and the corresponding Implementing Regulations contain requirements for submittal of a Serpentine Cover Plan and the requirement to describe the implementation of this Plan in the required Article 31 Closure Report submittal.

In addition, excavated materials, which will be transported off site, will be analyzed for asbestos content. Materials with greater than 1 percent by-weight asbestos will be

handled and disposed of off-site in accordance with all requirements for proper disposal of asbestos.

BAAQMD Regulation 11, Rule 14 also defines procedures and notifications required if serpentine material is sold for use as a surfacing agent. No serpentine will be used for surfacing material or sold from the Site.

If serpentine waste is scheduled for offhaul and disposal, the following waste management methods, at a minimum, will be used when handling serpentine waste designated as a hazardous pollutant:

1. Keep asbestos-containing waste material adequately wetted at all times during handling and loading.
2. Adhere to requirements of BAAQMD Regulation 11, Rule 2, Section 608 for marking of vehicles used to transport asbestos-containing waste.
3. Maintain waste shipment records as specified in BAAQMD Regulation 11, Rule 2, Section 502.
4. Provide a copy of the waste shipment record to the disposal site owner or operator upon delivery.
5. Contact transporter and/or owner of the disposal site if the waste shipment has not arrived within 35 days of initial acceptance by the transporter as hazardous waste.
6. Provide a written report to the Air Pollution Control Officer (APCO) if the waste shipment is not received within 45 days of initial acceptance by the transporter

## **5. MONITORING AND RECORDS**

### **5.1 General**

Control of visible dust will be the primary responsibility of the contractor working at the Site. As an additional layer of protection, monitoring to ensure compliance with the provisions of this plan will be performed by an independent third party. HPS Development, or a designee thereof, will provide quality assurance monitoring and will have the authority to direct the contractor to implement the measures outlined below if visible dust is observed. During any monitoring or observation the contractor, HPS Development and/or the independent third party will use the timelines and processes outlined in Section 4 to guide response actions, recordkeeping and descriptions of mitigation measures employed at the Project Area. This section describes the observation, monitoring, recordkeeping and reporting requirements.

### **5.2 Dust Monitoring Procedures**

This section describes monitoring procedures using particulate monitoring instruments and visual observation by the contractor and an independent third party.

Monitoring includes the following activities:

- Daily visual monitoring during earthmoving activities (contractor);
- Perimeter air monitoring using air monitoring instrumentation (third party);
- Quality assurance monitoring (third party)

#### **5.2.1 Daily Visual Monitoring During Earth Disturbing Activities**

Daily visual monitoring during all earth disturbing activities is the primary responsibility of the contractor. If criteria are met regarding dust generation at the point of earth disturbance the contractor must follow the processes outlined in Section 4.1 to rectify the particular operation causing the problem. The contractor is encouraged to work directly with the independent third party to communicate the mitigation requirements to workers in the field and to address concerns voiced by regulatory agency staff that may visit the Construction Site from time to time.

### **5.2.2 Perimeter Air Monitoring Instruments**

Prevailing wind at Hunters Point is from the west or southwest and towards the east or northeast as shown on Figure Two. The Hilltop and Hillside parcels are considered two separate work areas and decisions about monitoring can be made independently for each area. In addition, if the potential dust generating activities are contained within even smaller work areas within each parcel then decisions about those areas can be made independently.

Monitoring locations will initially be established based on the prevailing wind directions and will be checked regularly and adjusted if necessary to maintain downwind coverage.

Real-time particulate dust monitors will be used to monitor for particulates. The action level and details of the monitoring instruments, locations, and the monitoring frequency will be submitted by HPS Development and approved by SFDPH EHS based on the Particulate Monitoring System and Approval Form attached in Appendix A. The details of the system (layout, number of monitors, etc.) can be changed, as needed, through email submittal and approval by email from SFDPH EHS. The use of this form and the ability to change the parameters of the monitoring are intended to allow flexibility within the overall objectives of the particulate monitoring program while still meeting or exceeding all health standards.

No particulate monitoring is required during periods of extended rain because rain naturally suppresses dust. No particulate monitoring is required when the construction site is shut down and no work is being conducted and no vehicles are being driven on unpaved surfaces. This is the presumed condition on weekends and holidays.

National Ambient Air Quality Standards (NAAQS) and the California State Ambient Air Quality Standards (CSAAQS) are designed to protect the general public from airborne particulates generated in the urban, suburban and rural environments. The NAAQS and the CSAAQS are not meant to be applied to site specific actions and related air quality but instead are used in an attempt to attain city or region-wide ambient air quality goals for the benefit of the general public. The current standards are:

1. 24 Hour National Ambient Air Quality Standard

- PM-10: 150 micrograms per cubic meter average per 24 hour day (Not to be exceeded more than once per year on average over 3 years)
  - PM-2.5: 35 micrograms per cubic meter average per 24 hour day (98th percentile, averaged over 3 years)
2. 24 Hour State Ambient Air Quality Standard
- PM-10: 50 micrograms per cubic meter average per 24 hour day

It should be noted that the City and County of San Francisco (CCSF) is a non-attainment area for the NAAQS for PM-2.5. CCSF is also a non-attainment area for the CSAAQS for PM-10. Non-attainment areas are areas of the country where air pollution levels persistently exceed the NAAQS as designated by U.S. EPA.

### **5.2.3 Independent Third Party**

The independent third party will observe the potential dust generating activities and implementation of the DCP mitigation requirements and make notations on the Appendix B forms. The details of the independent third party observation schedule can be changed, as needed, through email submittal and approval by email from SFDPH EHS.

## **5.3 Recordkeeping and Reporting**

### **5.3.1 Particulate Monitoring Instruments Recordkeeping and Reporting**

Dust particulate monitoring instruments will be equipped with data loggers. Particulate monitoring data will be reviewed with the contractor on a regular basis. Particulate monitoring data and locations of monitoring instruments will be transmitted to SFDPH on a regular basis with notations made about any irregularities in monitoring equipment or results above the action level and corresponding action taken to mitigate the potential problems. Timing of the submittal of data to SFDPH and review of data with contractor will be specified on the Appendix A Particulate Monitoring System Approval Form.

Electronic submittal of particulate monitoring data will include a statement by appropriate personnel certifying that the data has been reviewed by qualified personnel and noting any levels above approved limits and any actions taken as a result of the results.



### **5.3.2 Independent Third Party Recordkeeping and Reporting**

The Independent Third Party will fill out the Inspection Checklist (Appendix B) on a regular basis based on their inspections. The checklist results will be reviewed with the contractor on a regular basis. The Independent Third Party will submit the checklists to SFDPH on a regular basis. The schedule for inspections, review and submittal of the checklists will be specified and approved by SFDPH through the Appendix A Particulate Monitoring System Approval Form.

The Hunters Point Shipyard Project area, and San Francisco in general, is subject to significant daily variation in wind direction and speed. For example, the wind can be calm in the morning and can then increase significantly in the afternoon. Wind Direction will be determined with a wind sock, nearby weather station data, or other similar wind direction monitoring device. This variation in daily wind direction and speed will be documented on the Appendix B checklist. The Appendix B checklist also contains information concerning site activities, descriptions of specific dust mitigation measures and any recommendations for enhanced mitigation measures if found to be necessary. Shut down periods that occur during normal work hours will be noted on Inspection Checklist or other report.

### **5.4 Community Complaints**

A publicly visible sign with the telephone number to contact regarding dust, noise, or odor complaints will be posted prior to starting construction and maintained during construction. For general complaints, the contractor will respond and take corrective action within 24 hours.

During hours of active construction phone calls will be answered or returned as soon as possible. During non-work hours phone calls may be diverted to a message machine.

## **6. REFERENCES**

San Francisco Department of Public Health (SFPDH), 2011. Implementation of Mitigation Monitoring and Reporting Program, Mitigation Measure 8A for the Hunters Point Shipyard Reuse Plan (HPS Phase I Project) Final Environmental Impact Report 2000, 14 June.

United States Environmental Protection Agency, 2012. Revised National Ambient Air Quality Standards, 14 December.


California Air Resources Board, 2005. Revised California Ambient Air Quality Standards for Particulate Matter, 5 April.


# FIGURES




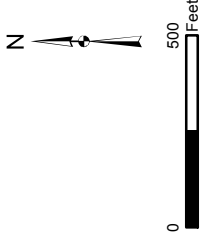


Legend

 Location of Potential Sensitive Receptor

 Parcel Boundary

 1000 ft Parcel Buffer



**Parcels A' with 1000 ft Buffer**  
RMP Property  
Hunters Point, San Francisco, CA

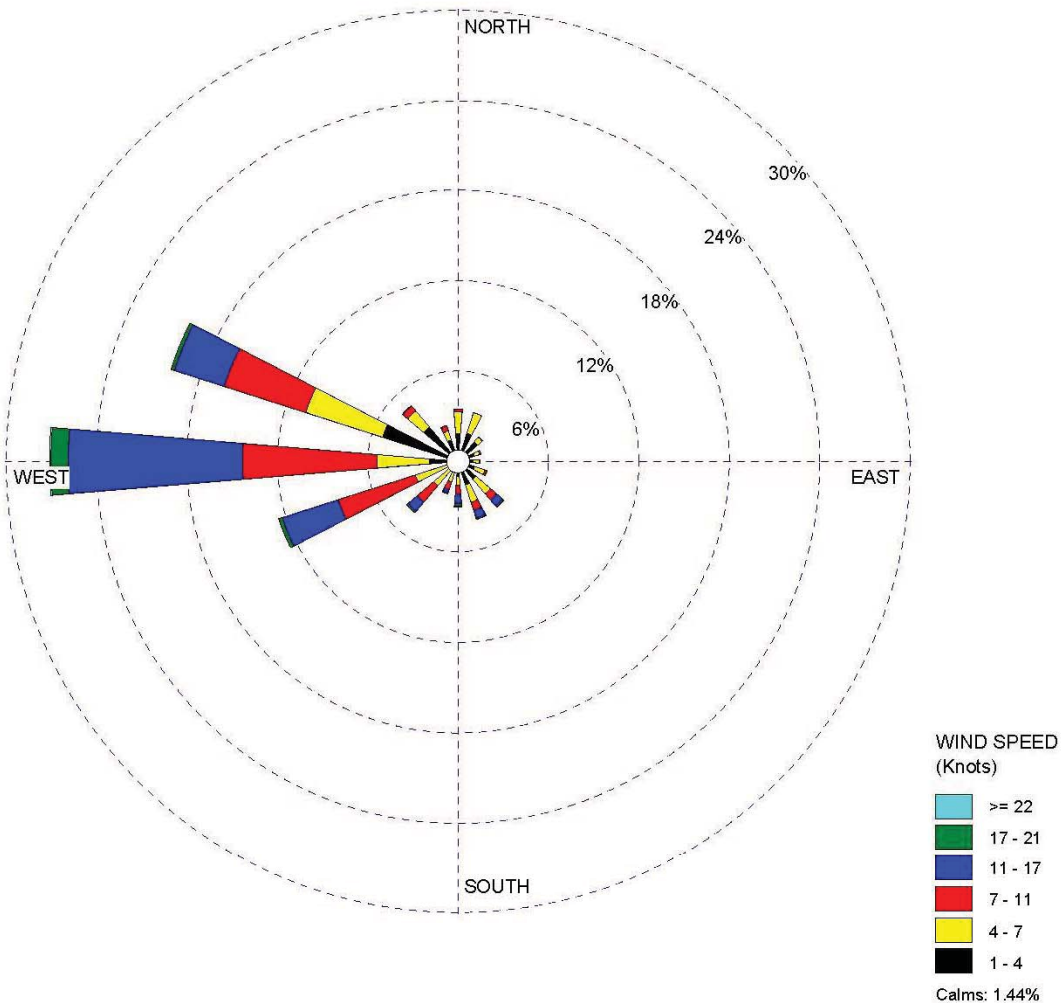




WIND ROSE PLOT:

**2002-2003 HUNTERS POINT SHIPYARD WIND ROSE**

DISPLAY:

**Wind Speed  
Direction (blowing from)**

## COMMENTS:

Hunters Point Shipyard  
San Francisco, CA  
UTM: 555.627, 4174.947  
Dates: 9/18/02 - 9/17/03  
10 meter tower

## DATA PERIOD:

**2002-2003**  
**Jan 1 - Dec 31**  
**00:00 - 23:00**

## COMPANY NAME:

**Bay Area Air Quality Management District**

## MODELER:

**Dick Duker**

## CALM WINDS:

**1.44%**

## TOTAL COUNT:

**8760 hrs.**

## AVG. WIND SPEED:

**7.58 Knots**

## DATE:

**7/19/2005**

## PROJECT NO.:

WRPLOT View - Lakes Environmental Software

**Wind Rose Diagram**  
**Hunters Point**  
**San Francisco, California**

**Geosyntec**  
consultants

Oakland

November 2009

**Figure**  
**2**

## APPENDIX A

### Particulate Monitoring System and Approval Form

**Appendix A**  
**Revised Dust Control Plan**  
**Parcel A Phase I Development,**  
**Hunters Point Shipyard**  
**Particulate Monitoring System**

**Particulate Monitoring Instrument Details**

Real time particulate monitors with data-logging capabilities will be utilized to collect data. The network is initially proposed to consist of a moveable Near Field Monitor and stationary perimeter monitors.

**Initial Monitoring Period – Near Field Monitor**

With any new and significantly different construction activity, there will be a time period to address and possibly adjust the particulate monitoring network for that action and to ensure construction crews understand the level of required dust control, the criteria for implementing additional mitigation measures and the criteria for temporarily halting work.

This initial monitoring period is marked by the installation of a single downwind real time particulate monitor in close proximity to the dust generating activity. This monitor is called the “Near Field Monitor.” Typically, this initial monitor is placed 40 to 60 feet away from the most active earth-disturbing activity.

In order to take a conservative approach and provide meaningful feedback to the contractor, the Near Field Monitor will be fitted with a real time visual and audible alarm that is triggered at the level and averaging time noted on the Appendix A Approval Form.

The purpose of the Near Field Monitor is to provide real time feedback (most directly via the alarm function) to the contractor during their initial potential dust generating activity and application of related mitigation measures. If the alarm were engaged, this would alert the contractor that more aggressive application of current mitigation measures is required and/or the application of additional mitigation measures are warranted. This feedback loop is intended to educate the contractor on the level of mitigation measures necessary to maintain compliance with the Revised DCP.

The Near Field Monitor is recommended to be used for a minimum of five days at the start of earth-disturbing activity in a new area of the site or by a new construction crew. At the conclusion of the initial monitoring period, use of the Near Field Monitor can cease at the election of Lennar with notification sent to SFDPH. The Near Field Monitor results are not intended to represent the Perimeter Action Levels and require no action other than feedback to the contractor on dust control and mitigation practices and reporting of results to SFDPH.

## **Perimeter Monitors**

At the same time the Near Field Monitor is placed, a perimeter monitor network of real time particulate monitors will also be established. Initially, one monitor will be placed upwind of site activities, one downwind of site activities and one trans-gradient to the wind direction. If new activities arise or come to completion within the same sub parcel (e.g., Hilltop), the perimeter monitor locations may expand or contract accordingly. Changes to location and number of the perimeter monitors must be approved by SFDPH prior to implementation.

The perimeter monitors results will be used to track compliance with the Perimeter Action Level and to guide the selection of additional mitigation measures, if found to be necessary.

### **Monitoring Frequency for Weeks 1 Through 4**

At this time, it is proposed for the first 4 weeks of site activity from approval of these changes the particulate monitoring will continue for each day work occurs.

### **Monitoring Frequency for Weeks 5 Through 12**

Following the first four weeks, and as long as the monitoring has been consistently below the required Action Level and compliance with the Revised DCP has been demonstrated, Lennar may submit a request to SFDPH proposing a revised monitoring schedule that describes a reduced schedule of intermittent particulate monitoring of up to two days per week for up to an additional eight weeks.

### **Monitoring Frequency After Week 12**

Based on the result of the first twelve weeks of particulate monitoring results, Lennar may propose to discontinue particulate monitoring based on demonstrated and ongoing compliance with the Revised DCP. If a cessation of particulate monitoring is approved by the SFDPH, the independent third party observer will still have the obligation to inspect the site activity, record observations and make recommendations for additional mitigation measures on the Appendix B Independent Third Party Inspection Checklist for as long as required.

### **Monitoring Resumption**

Lennar will either start the cycle over again or will propose a new monitoring scheme by expanding or adjusting the already established perimeter monitors for the following reasons:

- a) Verified visible dust complaints from tenants, workers or adjacent residents
- b) Use of a new construction crew unfamiliar with the required dust control at this site
- c) Voluntary election by the contractors or Lennar to restart the particulate monitoring instrumentation
- d) Changes in site conditions that might warrant a restart of the particulate monitoring instrumentation



### **Particulate Monitoring Data Reporting**

The particulate data will be reported as described in the Revised DCP and on a schedule as listed in the Appendix A Approval Form. The data reports will include a figure with the monitoring locations. If the monitor locations change due to weather pattern shifts or a shift in site activity, the new locations will be noted and marked on a map attached to the data reports. The data will be reviewed with the contractor on a schedule as approved in the Appendix A approval form.

### **Independent Third Party Reporting**

The Independent Third Party Inspection Checklist (Appendix B) will be completed, reviewed with contractor and submitted to SFDPH as described in the Revised DCP with a schedule as specified on the Appendix A Approval Form.

**APPENDIX A**  
**Revised Dust Control Plan**  
**Parcel A Phase I Development,**  
**Hunters Point Shipyard**

**Particulate Monitoring System**  
**Approval Form**

<b>DATE</b>	
<b>Name of person submitting request</b>	
<b>Company</b>	
<b>Role on Project</b>	
<b>Contact Information</b>	

<b>Proposed Changes from Previous Approval (include only those with changes)</b>	
<b>Number of days after SFDPH approval received that changes are anticipated to be implemented</b>	
<b>Particulate Monitor Model Number</b>	
<b>Near Field Monitor(s)</b>	<b>PLEASE NOTE:</b> This near field monitor is operated for contractor feedback and may be stopped at any time as long as notice is sent to SFDPH.
• Number of Monitors	
• Location of Monitors	
• Contractor Feedback Level	
• Averaging Time	
• Frequency of monitoring	
• Frequency of submittal of data to SFDPH (excel workbook with data and graph with Action Level depicted)	
• Frequency of data review with contractor	
<b>Perimeter Monitors</b>	
• Number of Monitors	
• Location of Monitors	
• Perimeter Action Level	
• Averaging Time	
• Frequency of monitoring	
• Frequency of submittal of data to SFDPH	
• Frequency of data review with contractor	
<b>Independent Third Party Inspection Checklist</b>	
• Frequency of Inspections	
• Frequency of submittal of	

checklists to SFDPH	
<ul style="list-style-type: none"> <li>Frequency of checklist review with contractor</li> </ul>	

<b>Previously Approved and Unchanged Parameters</b>	
<b>Particulate Monitor Model Number</b>	
<b>Near Field Monitor(s)</b>	<b>PLEASE NOTE:</b> This near field monitor is operated for contractor feedback and may be stopped at any time as long as notice is sent to SFDPH.
<ul style="list-style-type: none"> <li>Number of Monitors</li> </ul>	
<ul style="list-style-type: none"> <li>Location of Monitors</li> </ul>	
<ul style="list-style-type: none"> <li>Contractor Feedback Action Level</li> </ul>	
<ul style="list-style-type: none"> <li>Averaging Time</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of monitoring</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of submittal of data to SFDPH (excel workbook with data and graph with Action Level depicted)</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of data review with contractor</li> </ul>	
<b>Perimeter Monitors</b>	
<ul style="list-style-type: none"> <li>Number of Monitors</li> </ul>	
<ul style="list-style-type: none"> <li>Location of Monitors</li> </ul>	
<ul style="list-style-type: none"> <li>Perimeter Action Level</li> </ul>	
<ul style="list-style-type: none"> <li>Averaging Time</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of monitoring</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of submittal of data to SFDPH (excel workbook with data and graph with Action Level depicted)</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of data review with contractor</li> </ul>	
<b>Independent Third Party Inspection Checklist</b>	
<ul style="list-style-type: none"> <li>Frequency of Inspections</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of submittal of checklists to SFDPH</li> </ul>	
<ul style="list-style-type: none"> <li>Frequency of checklist review with contractor</li> </ul>	

Please note: emails or other forms containing similar information may be used in place of this form.

## APPENDIX B

### Independent Third Party Inspection Checklist

**APPENDIX B**  
**PARCEL A PHASE I DEVELOPMENT**  
**Revised Dust Control Plan**  
**Independent Third Party**  
**Inspection Checklist**

Inspectors Name: _____	Date: _____
Company: _____	Time: _____
Weather: _____	Current wind speed: _____
Current wind direction: _____	BAAQMD declared Spare the Air or Spare the Air Tonight (check one) <input type="checkbox"/> Yes <input type="checkbox"/> No
Check by: _____	Project Number: _____

This checklist is intended to assist the independent third party inspector when checking for compliance with the Revised Dust Control Plan (DCP) for the Parcel A Phase I Development located within the former Hunters Point Naval Shipyard. This Revised DCP was submitted by Geosyntec Consultants, Inc., as required for development activities within the Parcel A Phase I Project Area. The Revised DCP was prepared in accordance with the requirements of the permit process established by the City and County of San Francisco Health Code Article 31 and certain Bay Area Air Quality Management District (BAAQMD) regulations.

**1. VISIBLE DUST**

- a. Are earth disturbing activities occurring right now? ☐ Yes ☐ No

If no – is there a shut down and why? (if known)

**Comments:** \_\_\_\_\_

- b. Is dust emission visible beyond the property boundary? [Section 5.2.1] ☐ Yes ☐ No ☐ NA

If Yes, describe immediate action taken to shut down the source of emissions; describe location, time/duration, wind conditions, and origin of dust; describe actions taken to suppress the dust; and verify no further emissions across the property boundary following restart. See Section 4.1 for response procedure.

**Comments:** \_\_\_\_\_

- c. Are visible dust emissions observed within the property boundary? [Section 5.2.2] ☐ Yes ☐ No ☐ NA

If Yes, describe how many minutes dust was observed and how it was mitigated. Verify that visible dust was mitigated within the required Section 4.1.1 & 4.1.2 time periods.

- d. Describe current mitigating measures at the Construction Site to suppress dust emissions at each active location. Provide any changes to existing corrective actions or engineered controls. Include dates and effectiveness of corrective action(s) when describing areas where actions have been implemented. Propose potential solutions to suppress dust emissions.

**Comments:** \_\_\_\_\_

- e. Is particulate monitoring equipment being used? [Section 5.2.2 and Appendix A] ☐Yes ☐No ☐NA

If Yes, is data being reported and a figure attached showing the location of the monitoring equipment.

If No, please write the date of SFDPH approval to discontinue the use of particulate monitoring equipment. DATE = \_\_\_\_\_

**Comments:** \_\_\_\_\_

- f. During strong winds (hourly average >25 mph), are all earth moving activities including but not limited to clearing, grading, earthmoving, and excavating activities halted? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- g. Is there a publicly visible sign with telephone number to contact regarding dust, noise, or complaints posted? [Section 5.4] ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- h. Have any complaints been received from the public? [Section 5.4] ☐Yes ☐No ☐NA

If yes – list follow-up action if known

**Comments:** \_\_\_\_\_

## 2. CONSTRUCTION TRAFFIC [SECTION 4.3]

- a. Is tracked-out soil visible on paved roads? [Section 4.3.1] ☐Yes ☐No ☐NA

If Yes, describe situation (i.e. location, origin of soil, mitigating measures implemented, etc.). Are vehicle tires being washed as necessary? Are gravel ramps being used? Is visible track-out material on paved public roads being removed with wet sweeping or other effective means?

**Comments:** \_\_\_\_\_

- b. Are unpaved roads in the project Construction Site being watered during construction activity frequently enough to maintain adequate wetness\*? [Section 4.3.2.1] ☐Yes ☐No ☐NA

If No, describe situation (i.e. infraction location, origin of material, mitigating measures implemented, etc.).

**Comments:** \_\_\_\_\_

- c. Are construction vehicle speeds in excess of 10 mph within the Construction Site or 15 mph offsite within 500 feet of the project? [Section 4.3.2.1] ☐Yes ☐No ☐NA

If Yes, describe situation (i.e. location, time of day, duration of exceedance, type of vehicle, etc.).

**Comments:** \_\_\_\_\_

- d. Are properly constructed gravel access pads in place and being maintained at the Construction Site entrance, access points, material/equipment staging areas and temporary stockpile locations? [Section 4.3.2.1 & 4.3.2.2] ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- e. If found to be necessary, are paved roads within the Construction Site being swept with a wet sweeper at least twice daily or frequently enough to remove soil from road? [Section 4.3.2.3] ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- f. If found to be necessary, are first 500 feet of any public roadway exiting from the Construction Site being swept at least twice daily or frequently enough to remove soil from road? [Section 4.3.2.3] ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- g. Is visible dust emission observed from trucks exiting the Construction Site? [Section 4.3.3] ☐Yes ☐No ☐NA

If Yes, are the trucks covered or is the material adequately wetted\*?

**Comments:** \_\_\_\_\_

### 3. DEMOLITION [SECTION 4.4.3]

- a. During demolition, are active areas being wetted prior to start of movement of any equipment? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- b. Are disturbed areas that are inactive being stabilized or adequately wetted? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- c. Are demolished materials being watered as needed to maintain moisture prior to moving and loading? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

---

**4. SITE PREPARATION AND GRADING [SECTION 4.4.1]**

- a. During clearing, grubbing, and grading, are surface soils being wetted to a depth of anticipated cut where equipment will be operated? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- b. If disturbed areas are inactive for 7 calendar days, are surface soils being stabilized with dust palliative and water? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- c. During clearing and grading, are active areas being wetted prior to start of movement of any equipment? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- d. During earthwork operations, is backfill material being watered as needed to maintain moisture prior to moving? Are loader buckets being emptied slowly and the drop height from the loader bucket minimized? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- e. Are loader buckets being emptied slowly and the drop height from the loader bucket minimized? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- f. Prior to completion of grading, is water being applied to disturbed areas as needed to prevent visible emissions? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- g. Have open space areas where finished grading is complete been hydroseeded within 7 calendar days to minimize the amount of disturbed soil at surface? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

**5. EXCAVATION ACTIVITIES [SECTION 4.4.4]**

- a. Prior to excavation, are soils being pre-wet and water added during excavation? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- b. If disturbed areas are inactive for 7 calendar days, are surface soils being stabilized with dust palliative and water? If so, describe methodology. ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_



- c. During trenching operations, is backfill material being watered as needed to maintain moisture prior to moving? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- d. Are loader buckets being emptied slowly and the drop height from the loader bucket minimized? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

## 6. MATERIAL STOCKPILES [SECTION 4.4.6]

- a. Are active storage piles (i.e. demolition materials, excavated materials, backfill material, import material, gravel, sand, road base, and soil) being adequately wetted\* and/or covered? [Sections 4.4.1 & 4.4.] ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- b. If a storage pile is inactive for 7 calendar days, are materials being covered with a tarp, hydroseeding, and or soil stabilizers? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

## 7. ADDITIONAL REQUIREMENTS FOR SERPENTINE MATERIAL [Section 4.4]

- a. Is serpentine material being adequately wetted\* during handling and loading? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- b. Is post-construction stabilization of finished areas being implemented (e.g., vegetative cover, 3 to 12-inch cap of non-asbestos-containing material, or hard surface paving)? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- c. During offsite transport of asbestos-containing waste, are vehicles adequately marked in accordance with Section 11-2-608? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

- d. Are offsite shipment records for asbestos-containing waste being maintained in accordance with Section 11-2-608? ☐Yes ☐No ☐NA

**Comments:** \_\_\_\_\_

## 8. GENERAL COMMENTS:

\_\_\_\_\_

**Notes:**

<sup>1</sup>Weather information can be found at one of the two following stations:

<http://gate1.baaqmd.gov/aqmet/MetSiteView.aspx?SID=5801>

\*The Asbestos Toxicity Control Measure (ATCM) CCR Title 17, Section 93105, defines "adequately wetted" as follows: Citations **in** [parentheses] reference the relevant section in *the Dust Control Plan* prepared by ENGEO Incorporated.

(B) If no moisture threshold is specified in a district-approved asbestos dust mitigation plan, a sample of at least one (1) quart in volume shall be taken from the top three (3) inches of a road or bare area or from the surface of a stockpile. The sample shall be poured out from a height of four (4) feet onto a clean hard surface.

The material shall be considered to be adequately wetted if there is no observable dust is emitted when material is dropped.

**CERTIFICATION:**

I certify that I am an independent third party and I have observed, as stated and appropriate, details described in this report.

---

Printed Name and Date

---

Signature

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SECTION 01500F—SUPPLEMENTAL “F”**

**SOIL IMPORTATION PLAN**

# ALBION PARTNERS

410 China Basin Street  
San Francisco, CA 94158

---

March 6, 2014

Jeffrey C. Martin, P.E.  
Environmental Manager  
One California St., Ste 2700  
San Francisco, CA 94111

Subject: Soil Importation Plan  
Hillpoint Park, Innes Court Park and Pocket Parks  
Parcel A Hilltop  
Phase I – Redevelopment of Former Hunters Point Naval Shipyard  
San Francisco, California

Dear Mr. Martin:

This Soil Import Plan (SIP) has been prepared by Albion Partners (Albion), on behalf of HPS Development Co, LP (HPS Development) and for use during planned construction of regional and pocket parks located within Parcel A of the Phase I redevelopment of the Former Hunters Point Naval Shipyard located in San Francisco, California (the Site). This SIP presents a protocol to be followed for all soil that is imported to the Site from off-Site sources. Under no circumstances should soil be allowed to be imported to the Site unless the protocol documented herein is followed.

The San Francisco Department of Public Health (SFPDH) Article 31, Section IV.E, requires the preparation of a Soil Importation Plan; Section III, Table 1, of Article 31 presents the screening criteria to be used. The purpose of the protocol presented herein is to verify and document that soil imported to the Site for use as construction fill is free of hazardous substances that could pose a threat to human health and the environment. While it is not possible to develop a protocol that can absolutely guarantee that imported fill is free of hazardous substances, the protocol presented herein should provide sufficient information to document that imported soil is free of known or reasonably expected hazardous substances.

## REGULATORY BASIS AND RESPONSIBILITIES

The Site is currently under the regulatory authority of the SFPDH and derives its authority at the Site from SFPDH Article 31. This protocol was developed in consultation with, and guidance and regulations from, the following regulatory agencies and their respective regulations:

- SFPDH - Article 31 of the San Francisco Health Code;
- Department of Toxic Substances Control (DTSC) – Information Advisory, Clean Imported Fill Material; California Human Health Screening Levels (CHHSLs)
- U.S. Environmental Protection Agency (EPA) – Region IX Regional Screening Levels (RSLs).

## **ALBION PARTNERS**

March 6, 2014

It will be the responsibility of HPS Development, which is the Master Developer, working in conjunction with their General Contractors, to ensure that the protocol outlined in this document is followed and appropriately documented.

### **SOIL IMPORT PROTOCOL**

The SIP consists of three primary steps, as follows:

1. Preliminary soil source screening;
2. Material sampling, chemical testing, and evaluation; and
3. Documentation and acceptance.

Each of these steps is described in more detail in the following sections.

#### **Preliminary Soil Source Screening**

Prior to soil being imported to the Site, the following reports should first be requested from the owner or contractor in control of the property from which the soil will be exported (the export location):

1. Phase I Environmental Site Assessment (Phase I ESA);
2. Phase II Environmental Site Assessment (Phase II ESA); and
3. Geotechnical report.

If a Phase I ESA is not available, information concerning the export location's use history must be provided (e.g., if the export location is a quarry or other commercial operation). The supplier shall provide to HPS Development a site history from the export location, prepared by an individual with the requisite training and experience to address such matters. The site history shall contain a statement indicating whether the property is listed on the National Priorities List, published by the United States Environmental Protection Agency pursuant to the federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9604(c)(3) or listed as a hazardous substance release site by the California Department of Toxic Substances Control or the State Water Resources Control Board pursuant to the California Hazardous Substances Account Act, California Health and Safety Code Section 25356. The site history shall also include results of a permit records search investigating the history of permitted uses on the site, as well as any known or discovered unpermitted uses or activities on site, to the extent such information is available, which would generate a reasonable expectation that hazardous substances may be present in the soil planned for import.

A Phase II ESA may or may not be available; it will depend on the results of the Phase I ESA. If a geotechnical report is reviewed as part of the information package from the supplier or contractor, it will be important to understand the geotechnical parameters of the soil proposed for import such

that only geotechnically suitable material is accepted at the Site. The Phase I ESA and Phase II ESA provided from the export location should be delivered to HPS Development's environmental manager for review and comment. Any geotechnical reports provided from the export location should be delivered to HPS Development's geotechnical engineer for review and comment.

### **Material Sampling, Chemical Testing, and Evaluation**

This section describes two distinct testing protocols to be implemented at the Site. The first is the protocol to be used for soil already stockpiled at Parcel A. The second is the protocol to be used for soil proposed for import from a source outside of Parcel A.

#### **Material Sampling for Soil Already at Parcel A**

For any area within the Site that will not have hardscape or a vegetative cover installed, Article 31 requires that 12-inches of non-asbestos containing soil be placed on top of existing (and potentially asbestos containing) soil to act as a cover. Because the soil at Parcel A has been found to not contain chemicals of concern (other than naturally occurring asbestos), it is possible to use this soil as the 12-inches of non-asbestos containing cover material required by Article 31. In order to test for the presence of asbestos in existing soil stockpiled within Parcel A, the following testing protocol will be followed by the contractor:

1. (1) 4-point composite soil sample will be collected for each 250-cubic yards of soil proposed for use.
2. Samples will be collected in 6-inch stainless steel tubes (or equivalent) with the ends covered with Teflon sheets and plastic end caps.
3. Soil samples will be composited at the analytical laboratory and analyzed for asbestos by CARB 435 (PLM) modified for 1000 point count.
4. Soil that contains less than 0.25 % of asbestos will be approved for mixing with the specialized horticultural soil and/or utilized for the 12-inch cover material.
5. Any soil that is found to contain asbestos above 0.25% will not be used for mixing with the specialized horticultural soil nor for use as cover material.
6. The sampling procedures and results will be included in the Article 31 Close-Out Report (prepared by others).

#### **Material Sampling for Soil Proposed for Import to Parcel A**

If soil is proposed for import to Parcel A, the contractor must first perform a rigorous testing regimen prior to its delivery to the Site. The following specific analytical methods will be utilized to test for the constituents listed below. This list of analytes were chosen to include hazardous constituents, defined as, "Inorganic persistent and bioaccumulative toxic substances listed in 22 Cal. Code of Regulations, Section 66261.24(a)(2)(A) and defined as "Volatile organic toxic pollutants listed in 40 CFR Part 122, Appendix D, Table II:

- CAM 17 Metals by USEPA Method 6000/7000 Series
- TPHg & VOCs by USEPA Method 8260

## **ALBION PARTNERS**

March 6, 2014

- TPHd & TPHmo by USEPA Method 8015
- SVOCs by USEPA Method 8270
- PCBs by USEPA Method 8082
- Organochlorine Pesticides by USEPA Method 8081
- Herbicides by USEPA Method 8151
- Radionuclides (to include, at a minimum, cesium, radium, thorium and uranium). See specific list and methodology in the SIMP – screening criteria will be updated to Article 31 Regulations Section III).
- Asbestos by CARB 435 (PLM) modified for 1000 point count
- pH

The steps for sampling and analysis for the soil proposed for import to the Site are:

1. Samples of the soil proposed for import will be collected at a density of (1) 4-point composite sample per 250 cubic yards of material.
2. Results of the testing will be compared to the criteria specified in the Article 31 Regulations (Section III, Table 1, Screening Criteria) amended June 15, 2010.
3. Asbestos results will be verified to be less than 0.25%.
4. The arsenic screening level will be 9.1 parts per million.
5. Any soil found to contain any constituent above the applicable criteria will be rejected and not allowed to be imported to the Site.
6. The sample results will be sent electronically to SFDPH prior to soil being brought to the Site.
7. The sampling procedures, results and any changes to procedures will be included in the Article 31 Close-Out Report (prepared by others).

All soil sampling activities must be conducted by properly experienced personnel using industry standard protocols and under the oversight of an appropriately licensed (California Registered) person. When collecting soil samples for volatile organic compounds (VOCs), USEPA Method 5035 must be utilized. Any results for VOC analysis conducted on soil samples collected without the above noted protocol will most likely be rejected.

When analytical results become available, all analytical laboratory reports and chain of custody records must be provided to HPS Development for their review and approval. If available, a sample location map depicting discrete sample locations and export location and/or stockpile dimensions should accompany the laboratory reports.

### **Data Evaluation**

Upon receipt of analytical laboratory results, they will be compared to the criteria listed in Table 1 of Section III of Article 31. This Table 1 has been attached to this SIP. HPS Development will concurrently review the analytical data utilizing the same criteria. In order to facilitate the review of generated analytical data, tables will be prepared by the contractor.

## ALBION PARTNERS

March 6, 2014

### Documentation and Acceptance

All reports and any other documentation concerning the soil proposed for import should be delivered to HPS Development for their records. The comprehensive package of information should consist of:

- Site history, including historical environmental reports;
- Geotechnical report;
- Soil sampling and chemical analysis results; and
- Evaluation results relative to screening criteria.

Assuming the review of all the provided data reveal that the soil proposed for import to the Site is acceptable, it is recommended that some amount of oversight of the excavation and/or loading process at the export location and/or at the receiving location within the Site be conducted. Oversize material, an overabundance of organic material or soil that is visibly stained, discolored or odorous should be rejected.

Please do not hesitate to contact Albion Partners at 415-355-6646 if questions arise or if additional information is needed.

Respectfully submitted,



Jeffrey A. Austin  
Project Manager

Attachments:

1. SFDPH Article 31, Section III, Table 1 (one page)



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

**SECTION 01500G—SUPPLEMENTAL “G”**

**ASBESTOS DUST MITIGATION PLAN (ADMP)**

---

*Revised*

# **Naturally-occurring Asbestos Dust Mitigation Plan**

## **Parcel A' Phase I Development, Hunters Point Shipyard**

Prepared for  
**Lennar/Bayview Hunters Point**

August 2005  
Revised: May 2009

# Contents

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CONTENTS.....	I
ACRONYMS AND ABBREVIATIONS .....	III
1.0 Introduction.....	1-1
1.1 First Revision to ADMP .....	1-1
1.2 Second Revision to ADMP .....	1-1
2.0 Project Information .....	2-1
3.0 Project Description.....	3-1
3.1 Work Site Description.....	3-1
3.2 Offsite Utility Project.....	3-1
3.3 HPS Site History .....	3-1
3.4 Phase I Scope of Work.....	3-2
4.0 Locations of Serpentine Soils within the Work Site .....	4-1
5.0 Land Uses within 0.25 Mile of Work Site with Serpentine Soils .....	5-1
6.0 Potential Sources of Dust Emissions.....	6-1
7.0 Dust Mitigation Measures .....	7-1
7.1 Track-out Prevention and Control.....	7-1
7.2 Active Storage Piles .....	7-2
7.3 Inactive Surface Areas and Storage Piles.....	7-2
7.4 Dust Mitigation for Roads, Parking Lots, and Staging Areas.....	7-2
8.4.1 Dust Mitigation Measures for Unpaved Roads .....	7-2
8.4.2 Dust Mitigation Measures for Paved Public Roads .....	7-3
8.4.3 Additional Mitigation Measures .....	7-3
7.5 Dust Mitigation for Earth Moving Activities.....	7-4
7.6 Offsite Transport .....	7-6
7.7 Post-construction Stabilization.....	7-6
8.0 Air Monitoring .....	8-1
8.1 General Air Monitoring Methodology .....	8-1
8.1.1 Work Site Monitoring .....	8-1
8.1.2 Offsite Utility Monitoring .....	8-2

**Figures**

- Figure 1 Hunters Point Parcel A' Remedial Grading Plan – Hilltop
- Figure 2 Hunters Point Parcel A' Remedial Grading Plan – Hilltop
- Figure 3 Hunters Point Parcel A' Remedial Grading Plan – Hillside
- Figure 4 Hunters Point Parcel A' Remedial Grading Plan – Hillside
- Figure 5 Hunters Point Shipyard Wind Rose
- Figure 6 Airborne Asbestos Monitoring Locations

**Appendix**

- Appendix A ADMP Approval Letter from BAAQMD, October 7, 2005
- Appendix B Copies of December 12, 2006; January 3, 2008; and March 10, 2008 BAAQMD approval revisions
- Appendix C ADMP Approval Letter from BAAQMD, August 4, 2009
- Appendix D Erosion and Sediment Control Plan of the SWPPP
- Appendix E Construction SWPPP BMPs
- Appendix F Air Monitoring Protocols

# **Acronyms and Abbreviations**

---

ATCM	Airborne Toxic Control Measure
BAAQMD	Bay Area Air Quality Management District
BMP	best management practices
CCR	California Code of Regulations
DTSC	Department of Toxic Substance Control
HEPA	high-efficiency particulate air
HPS	Hunters Point Shipyard
km/h	kilometers per hour
mph	miles per hour
Navy	United States Department of the Navy
SWPPP	Storm Water Pollution Prevention Plan
TSP	Total Suspended Particulate
USEPA	United States Environmental Protection Agency

# 1.0 Introduction

---

This Asbestos Dust Mitigation Plan (ADMP) has been prepared pursuant to Title 17 of the California Code of Regulations (17 CCR) Section 93105, Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations (NOA ATCM).

Neither Lennar nor any of its contractors, subcontractors, representatives, or agents, shall engage in any construction or grading activity anywhere on the Work Site, or in conjunction with a Work Site related offsite utility or trenching project, unless the provisions of the ADMP, including without limitation the dust mitigation measures presented in Section 7.0 and the air monitoring measures presented in Section 8.0, are implemented at the beginning and maintained throughout the duration of the construction or grading activity. The NOA ATCM (17 CCR 93105(b)(1)) states that the ATCM, and the dust mitigation measures contained therein, apply to “any construction, grading...operation on any property [where]...[a]ny portion of the area to be disturbed is located in a geographic ultramafic rock unit.” The terms “Construction,” “Grading,” “Construction or Grading Operation” and “Construction or Grading Activity” are defined in the NOA ATCM to mean “any surface disturbance conducted with powered equipment or any related activity, including, but not limited to, all surface and subsurface cuts and fills, excavation, trenching, stockpiling, bulldozing, and landfills”. (California Code of Regulations, title 17, § 93105, subdivision (i)(12).)

The location and property lines of Parcel A’ are shown on Figure 1. The original ADMP was submitted to Bay Area Air Quality Management District (BAAQMD) in August 2005 and was subsequently approved by the BAAQMD on October 7, 2005 (Appendix A).

## 1.1 Earlier Revisions to ADMP

BAAQMD has amended the original October 7, 2005 approval on three occasions: December 12, 2006 approving Lennar’s proposed post-construction controls (‘Revision 1’); January 3, 2008 approving five offset utility projects (‘Revision 2’); and March 10, 2008 approving the fixed power supply to monitor HV-1 (‘Revision 3’) (see Appendix B for a copy of each approval letter). This revised ADMP incorporates the conditions of these three revised approvals.

## 1.2 Revised ADMP

The BAAQMD has requested this modification to the ADMP, conveyed to Lennar in a meeting on March 19, 2009 at BAAQMD offices. This document was subsequently approved by the BAAQMD on August 4, 2009 (Appendix C).

This revision of the ADMP incorporates the changes proposed by the BAAQMD and consists of the following:

- Update of introduction in Section 1
- Update of project information in Section 2
- Update of current Work Site description in Section 3
- Discussion of other related regulations was deleted at the request of the BAAQMD (formerly Section 5)
- Update of dust mitigation measures in Section 7
- Update of air monitoring program in Section 8

## 2.0 Project Information

---

Company Name and Address	Project Location/Schedule
HPS Development Co., LP	102 Galvez Avenue
49 Stevenson Street, Suite 600	San Francisco, CA
San Francisco, CA 94105	Start Date: March 15, 2005
Attention: Jeff Austin	Estimated Completion Date of Infrastructure: December 2009
Phone: 415-218-0027	



## **3.0 Project Description**

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### **3.1 Work Site Description**

The Hunters Point Shipyard (HPS) originally consisted of approximately 505 acres of land area. In late 2004, the United States Navy transferred to the San Francisco Redevelopment Agency (SFRA) approximately 75 acres via a Finding of Suitability to Transfer (FOST) and is commonly known as Parcel A. Parcel A is comprised of two non-contiguous sub-parcels named Hilltop (55.95 acres) and Hillside (19.50 acres). As a result of a subsequent land transfer, Lennar now owns portions of Hilltop and Hillside.

The Work Site consists of the Hilltop and Hillside sub-parcels, including all internal paved and unpaved roads occurring wholly within the two sub-parcels. When traveling between the two noncontiguous sub-parcels but within the larger HPS, track-out prevention measures will be followed in accordance with Section 7.1.

Within the Work Site, contractors will, from time to time, and as necessary to complete the redevelopment of Parcel A, perform work in smaller "Work Area(s)" that are located entirely on a paved road. Contractors performing work within Work Areas will follow the Dust Mitigation Measures, as appropriate, in accordance with Section 7.0.

### **3.2 Offsite Utility Project**

Although not part of the Work Site, the ADMP also applies to five offsite low pressure water line and reclaimed water line installation efforts in support of the Phase I infrastructure improvements.

### **3.3 Phase I Scope of Work**

Parcel A' Phase I construction work consists of three subphases:

- Demolition of existing structures and roads (completed in early 2006)
- Grading and retaining wall installation (completed in late 2007)
- Infrastructure improvements (both below grade utilities and surface completions), including the Offsite Utility Project

## **4.0 Locations of Serpentine Soils within the Work Site**

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Figures 1 through 4 show the areas of serpentine soils on the Work Site. These areas are indicated on the figures with the marking **sp**. The figures were produced by ENGEO, Incorporated, the project geotechnical engineer, as part of the 100-percent design plans for mass grading and retaining wall installation project subphase for Parcel A Phase I development. Data on the figures is from available published geological data (i.e., USGS maps).

## **5.0 Land Uses within 0.25 Mile of Work Site with Serpentine Soils**

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Land use within 0.25 mile of the Work Site is generally light/heavy industrial, residential, parks and open space, public, and commercial. Within 0.25 mile of the Work Site, there are schools and playgrounds but no hospitals or nursing homes.

## 6.0 Potential Sources of Dust Emissions

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Project activities performed on the Work Site that are potential sources of dust include:

- Demolition Activities – Wrecking, moving or dismantling of any load-supporting structural member or portion of a building; any related cutting, disjointing, stripping, or removal of structural elements; and crushing of concrete for recycling/reuse.
- Construction Traffic – Movement of construction equipment and/or materials around the Work Site is capable of creating construction emissions in excavated or cleared areas. There is also the potential for vehicular traffic on paved or unpaved roads and parking lots to produce construction emissions.
- Site Preparation and Foundation Work – Grading, excavation of footings and foundations, and backfilling operations can produce both fugitive dust and vehicle emissions.
- Trenching Activities – Excavation of trenches for the installation of underground utilities can cause construction emissions.
- Material Stockpiles – Stockpiles of excavated soil from trenching activities may contribute to windborne dust emissions.
- Cleanup and Final Site Grading – Backfilling, grading, and re-vegetating of the excavated areas may produce both fugitive dust and vehicle emissions.
- Any other “Construction,” “Grading,” “Construction or Grading Operation” or “Construction or Grading Activity” as defined in California Code of Regulations, title 17, § 93105, subdivision (i)(12).

These potential sources of dust emissions are addressed in Section 7.0.

# 7.0 Dust Mitigation Measures

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## 7.1 Track-out Prevention and Control

In order to control track-out, the following control measures will be implemented:

1. remove visible track-out from a paved public road<sup>1</sup> at any location where vehicles enter the paved public road from an unpaved roadway within the Work Site by use of a HEPA filter-equipped vacuum sweeping device at the end of the work day or at least once per day. Any visible track-out extending from an unpaved Work Site exit under the control of Lennar that exceeds 10 feet onto a paved public road within and/or outside the Work Site shall be promptly removed using wet sweeping or a HEPA filter-equipped vacuum street sweeper;
2. wheel wash stations at areas where vehicles exit onto paved public roads from unpaved roads; and
3. rumble strip tire shaker at areas where vehicles exit onto paved public roads from unpaved roads.

The following additional measures shall be implemented, as appropriate, to maintain compliance with the ATCM Track-out Prevention and Control requirements:

- gravel exit strips at areas where vehicles exit onto paved public roads from unpaved roads; or
- inspection and washing of vehicles that exit onto paved public roads from unpaved roads to remove any loose soil from bumpers, fenders, vehicle and equipment parts, etc.; or
- use of a mechanical wet sweeping device on an as-needed basis throughout the work day at the location of the exit.

Where utilized, the stabilized gravel pad Work Site entrances/exits will be installed according to the specifications provided in the Erosion and Sediment Control Plan of the Storm Water Pollution Prevention Plan (SWPPP) for the site (see Appendix D for a copy of the Erosion and Sediment Control Plan of the SWPPP). Each gravel pad will, at a minimum, be constructed of crushed aggregate that is greater than 3-inches but smaller than 6-inches in diameter. Additionally, the crushed aggregate will be washed with water prior to placement at any Work Site entrance/exit and maintained as necessary while the corresponding Work Site entrance/exit is in use so as not to allow build-up of washed material in the gravel pads.

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<sup>1</sup> A paved public road is a road to which any person has access who is not affiliated with Lennar or its contractors or subcontractors, a government entity with jurisdiction over the BVHP project, or the Navy or its contractors or subcontractors.

## **7.2 Active Storage Piles**

In order to control fugitive dust emissions from soil storage piles the following methods shall be used:

1. use of a temporary cover; or
2. adequately wetting with water; or
3. application of a chemical dust control agent.

## **7.3 Inactive Surface Areas and Storage Piles**

Dust emissions from excavations, other soil-disturbed areas, and storage piles that will remain inactive for more than 7 days shall be controlled by being adequately wetted with water at least twice daily during dry weather.

Additional methods of dust control allowed by the ATCM, such as maintaining a surface crust, applying chemical dust suppressants, covering with tarps, and/or installing wind barriers around storage piles and across open areas, may be utilized where appropriate to further control dust emissions.

Exposed surfaces must be additionally watered on weekends as needed unless the surface has been stabilized in accordance with Section 7.7.

To prevent the general public from accessing stockpiles, existing fencing will be maintained and, where necessary, new fencing will be erected.

## **7.4 Dust Mitigation for Roads, Parking Lots, and Staging Areas**

### **7.4.1 Dust Mitigation Measures for Unpaved Roads**

In order to control fugitive dust emissions from construction traffic traveling on unpaved surfaces, the following mitigation measures shall be used:

1. All active and unpaved roads in the Work Site will be watered frequently enough to maintain adequate wetness. The frequency of watering can be reduced or eliminated during periods of precipitation or when a particular part of the Work Site is inactive.
2. Visible speed limit signs will be posted at the Work Site entrances. No vehicle will exceed 5 miles per hour (mph) ( 8 kilometers per hour [km/h]) on unpaved surfaces or 15 mph on paved surfaces within the Work Site.
3. Implementation of erosion control measures identified in the Construction SWPPP, to be provided separately but implemented concurrently, will help control fugitive dust emissions within the Work Site as well as on public roadways, staging areas and parking areas (see Appendix E for the Construction SWPPP BMPs).

### **7.4.2 Dust Mitigation Measures for Paved Public Roads**

The following mitigation measures will be followed to control fugitive dust emissions from construction traffic traveling on paved public roads:

1. The main access and egress routes (Innes Avenue, Donahue Street and Galvez Avenue) to and from the Work Site for construction employees and delivery trucks were paved prior to the initiation of construction. This asphalt cover or other acceptable hardscape will be maintained throughout construction.
2. No heavy equipment or transport trucks will be allowed to exit unpaved portions of the Work Site except through treated entrance roadways. For a description of these treated entrance roadways see Section 7.1.
3. Construction areas adjacent to and above grade from any paved public roadway will be treated with BMPs, as specified in the Construction SWPPP.
4. At least the first 500 feet of the area east of the designated Haul Road (east of Building 808 on Crisp Road and Spear Avenue) will be swept at least once daily when in use by the contractor.

The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit visible dust emissions. Use of blower devices is expressly forbidden.

### **7.4.3 Additional Mitigation Measures**

If any of the above mitigation measures fail to properly control fugitive dust emissions, as based on the criteria of Section 8.2, one or more of the following reasonably available control measures will be applied:

1. Unpaved active portions of the Work Site will be watered or treated with dust control solutions to minimize windblown dust and dust generated by construction vehicle traffic.
2. The designated Haul Road will be watered more frequently as necessary to control windblown dust and dust generated by construction vehicle traffic when in use by the contractor.
3. Streets adjacent to the Work Site and at active Offsite Utility work locations will be swept as necessary to remove accumulated dust and soil.
4. Water may also be applied to paved roads leading between the Hilltop and Hillside subparcels, when necessary.
5. Physical or chemical stabilization will be applied to control dust on unpaved roads if necessary.
6. Gravel, re-crushed/recycled asphalt and/or concrete, or other material of low silt content (<5 percent) will be applied to unpaved roads within the Work Site to a depth of 3

or more inches, if necessary. Serpentine-containing material containing NOA at a concentration greater than 0.25 percent by weight will not be used for this purpose.

7. Vehicle trips will be reduced to the extent practicable.
8. Construction employees will park personal vehicles on paved surfaces.
9. The construction schedule will be prioritized to the extent possible to install permanent cap over potentially NOA containing soil by placement of concrete road base and curb/gutter.
10. Imported clean aggregate base rock may be used for placement of the final 6 to 12 inches of necessary fill to raise the grade to final subgrade elevation and provide a cap over potentially NOA containing soil.
11. Paved public roads will be washed at the end of each work day.
12. Additional water trucks will be utilized to aid in wetting paved public roads, and Work Site roads as needed, throughout the day.
13. The misting system will be used up to as much as 24 hours per day as needed to aid in keeping soil moist after construction activity has ceased each day.

Lennar shall reiterate implemented control measures to its subcontractor(s) as needed to maintain NOA ATCM compliant dust control measures.

## **7.5 Dust Mitigation for Earth Moving Activities**

Excavation activities will be visually monitored daily for the generation of fugitive dust. If dust is being generated, water will be applied to the point of excavation or disturbance to control dust.

In order to control fugitive dust emissions generated from earth moving activities the following methods shall be used:

1. A dedicated water source (e.g., fire hose) will be used at each point of excavation to ensure that adequate moisture is present to minimize dust generation. This water source will be directed both at the point of excavation and the point of dropoff into an awaiting dumptruck or an existing stockpile, as appropriate.

If, according to the criteria in Section 8.2, this method fails to control dust emissions at the point of excavation, the following additional control measure shall be implemented: There will be advanced application of water starting 48 hours before excavation (e.g., trenching for the installation of below-grade utilities) in sufficient quantities to minimize dust generation without creating any safety issues.

2. Drop heights will be minimized when dropping soil into an awaiting dumptruck.



3. Periodic watering of haul routes from the point of excavation to the drop-off point regardless of whether the route is paved, unpaved or within or outside the defined Work Site.
4. A dedicated laborer will be assigned to each point of excavation to sweep, shovel or otherwise push soil inadvertently dropped on adjacent paved roads within the Work Site. If appropriate, an excavator may be used to push soil back into a trench.
5. A mechanical sweeper will be utilized at and around points of active excavation and/or backfill occurring on paved streets to prevent soil from collecting on paved surfaces. This measure will be employed to help control track out of sediment onto paved public streets.
6. During any clearing and grubbing operations, surface soils will be pre-wetted to the depth of anticipated cut where equipment will be operated. Soil moisture content will be sufficiently maintained to minimize fugitive dust creation. For construction fill areas that have an optimum moisture content for compaction, completion of the compaction process will be performed as expeditiously as possible to minimize fugitive dust.
7. If compaction will not take place immediately following clearing and grubbing, the surface soil will be stabilized with dust palliative and water to form a crust on the soil surface.
8. Prior to completion of grading, water will be applied to any disturbed areas as needed to prevent visible emissions.
9. Graded areas will be stabilized with chemical stabilizers within 5 working days of verification of final grading completion. All unpaved, inactive portions of the lot or lots under construction will be seeded and watered to maintain a grass cover if they are to remain inactive for long periods during building construction.
10. All clearing, grading, earthmoving, and excavating activities will be halted during periods of sustained strong winds (hourly average wind speeds of 25 mph (40 km/h) or greater).
11. The areas subject to excavation, grading or other construction activity will be limited at any one time.
12. In the event blasting is required, the blasting activities will be designed to reduce the potential for PM emissions. Guidance from the ATCM staff report will be followed which includes covering the blast area with wet dirt. The amount of dirt used will be based on best engineering judgment taking into consideration the amount of the charge, the size of the blast area, and the proximity to receptors and other structures.
13. For inactive disturbed surfaces, the following dust control methods will be used:
  - A dust palliative will be applied in sufficient quantity to form a crust and create a stabilized surface.

- Backfill material will be covered or enclosed when not actively handling.

Asbestos emissions from demolition activities will be controlled in accordance with the requirements of BAAQMD Section 11-2-303, as described in a separate plan.

## **7.6 Offsite Transport**

Any material generated from activities conducted within the Work Site and which material is to be transported offsite must be done so with vehicles that are maintained such that no spillage can occur from holes or other openings in cargo compartments, the loads are adequately wetted, and either covered with a tarp or loaded onto the trucks in a manner to provide at least 1 foot of freeboard and such that no point of the load extends above the top of the cargo compartment. Trucks carrying loose soil or sand will be covered before they leave the Work Site. If concrete and/or asphalt are to be hauled off site, reasonable effort will be made to remove excess site soil adhered to the material to be hauled off site.

## **7.7 Post-construction Stabilization**

One or more of the following post construction measures to mitigate dust emissions of serpentine-containing soil shall be utilized: establishing a vegetative cover, placement of at least 3 inches of fill containing less than 0.25% NOA, or paving.

# 8.0 Air Monitoring

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## 8.1 General Air Monitoring Methodology

### 8.1.1 Work Site Monitoring

A Work Site perimeter air monitoring program using high-volume Total Suspended Particulate (TSP) instruments will be conducted to measure and document the concentration of NOA in ambient air. The air monitoring program includes upwind, downwind and crosswind sampling locations to determine the concentration of NOA resulting from project development and construction activities that could potentially be transported offsite. On-site perimeter sampling locations were selected based on a review of wind speed and direction data provided by the BAAQMD from a meteorological tower located in the Hunters Point Shipyard. Wind speed, direction and frequency of occurrence at the Hunters Point meteorological tower are illustrated graphically in the attached wind rose diagram (Figure 5). Sampling locations were identified and selected in cooperation with BAAQMD air monitoring staff. Sampling of NOA will be conducted along the perimeter of the Work Site at the following five locations, as shown in the attached Airborne Asbestos Monitoring Locations diagram (Figure 6) and described as follows:

- HV-1 – Hillpoint Park (within Work Site)
- HV-2 – Corner of Donahue and Kirkwood Streets (perimeter of Work Site)
- HV-4 – Corner of Donahue and Galvez and adjacent to trailer compound (perimeter of Work Site)
- HV-5 – Corner of LaSalle and Earl Streets (perimeter of Work Site)
- HV-6 – Reardon Cul-de-Sac (perimeter of Work Site)

(the BAAQMD-approved monitors).

Each high-volume air monitoring sample will consist of a continuous 24-hour sampling period from approximately 7:00 AM to 7:00 AM the next day. Detailed ambient air sampling protocols are attached in Appendix E.

In the event BAAQMD-approved monitors are found to not be operating properly, BAAQMD staff will immediately be notified of the location, monitor name, time discovered, plan of action and estimated time to complete repairs.

In addition, the San Francisco Department of Public Health (SFDPH) performs additional monitoring – using the same sample collection and analytical method employed for the BAAQMD-approved monitors – at the following five monitoring locations, as shown in the attached Airborne Asbestos Monitoring Locations diagram (Figure 6) and described as follows:

- HV-7 – School/Community Center (outside of Work Site)
- HV-8 – Griffith & Navy (outside of Work Site)
- HV-9 – Donahue Condominiums (outside of Work Site)
- HV-11 – Galvez at Horne (outside of Work Site)

(the Community monitors).

Lennar has no responsibility with respect to the operation, maintenance, monitoring, laboratory analytical procedures, or data reporting associated with the Community monitors, each of which is operated, maintained and monitored solely by the SFDPH.

### **8.1.2 Offsite Utility Monitoring**

Several offsite and below grade utilities are being installed to support the larger Parcel A redevelopment effort. Offsite Utility monitoring will be conducted in general accordance with this Section 8.0.

These offsite utility installations consist of discrete trenching along a street between two points. Best management practices will be employed to locate two monitors per trenching run, taking into consideration the secure siting of the monitors for 24-hour sampling and a daily evaluation (when work is taking place) of the likely predominant wind direction for that day. Best efforts will be made to place one monitor at an upwind location and the other at a downwind location as close as is safe and reasonable to the work being done. If siting issues do not permit locating one or both monitors as close as is safe and reasonable to the active work location, then the monitors will be placed as close as practicable to the active work location, and the location will be re-evaluated the next work date to again locate as close as is safe and reasonable to the active work site location. Records of the location of each monitor used for the Offsite Utility project and the dates each monitor remained at each location will be maintained and available for inspection.

## **8.2 Air Monitoring Triggered Dust Mitigation Measures**

In the event that ambient air monitoring results indicate levels equal to or above 1,600 Transmission Electron Microscope (TEM) structures per cubic meter (using the *modified* Asbestos Hazard Emergency Act (AHERA) criteria for asbestos described in Title 17 of the California Code of Regulations (17 CCR) Section 93105, Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations, as specified in Appendix E to this ADMP) from any BAAQMD-approved air monitor, then the BAAQMD will be notified immediately of the monitoring results indicating: the project RIN, sampler identification and location, actual TEM structures per cubic meter, the date the sample was taken and the date analysis was reported.

Additionally, such a measurement will trigger an immediate on-site evaluation to determine if dust mitigation measures are still effective. If there is any evidence of dust generated from a source listed in Section 7.0 of this plan, then the corresponding control measures will be re-applied, and the optional control measures listed in section 7.4 will be

applied if applicable and necessary, until dust is abated and monitored ambient NOA levels drop below 1,600 TEM at each BAAQMD-approved monitoring location. A full time dust inspector is present at the Work Site in order to facilitate the timely onsite evaluation of existing dust control measures. This person is in contact with the on site construction inspector, the on-site construction manager and the general contractor. This dust inspector also observes haul routes, wheel wash stations and dust control efforts employed by the contractor to further ensure compliance with the performance criteria defined in the ADMP.

In the event that ambient air monitoring results indicate levels equal to or above 16,000 TEM structures per cubic meter from any BAAQMD-approved air monitor, Lennar shall immediately notify the BAAQMD of the monitoring results indicating: the project RIN, sampler ID and location, actual TEM structures per cubic meter, the date the sample was taken and the date analysis was reported. SFDPH has volunteered to immediately notify the BAAQMD and Lennar of ambient air monitoring results that indicate levels equal to or above 16,000 TEM structures per cubic meter at Community Monitoring locations HV-7, HV-8, HV-9, and HV-11. Additionally, and in accordance with Lennar's actions and commitments for the previous 32 months, all construction and/or construction activity that may contribute to airborne TEM structures will be suspended until dust is abated and ambient monitoring drops below 16,000 TEM structures per cubic meter at each BAAQMD-approved monitoring location and/or each Community Monitoring locations HV-7, HV-8, HV-9 and HV-11.

# Figures

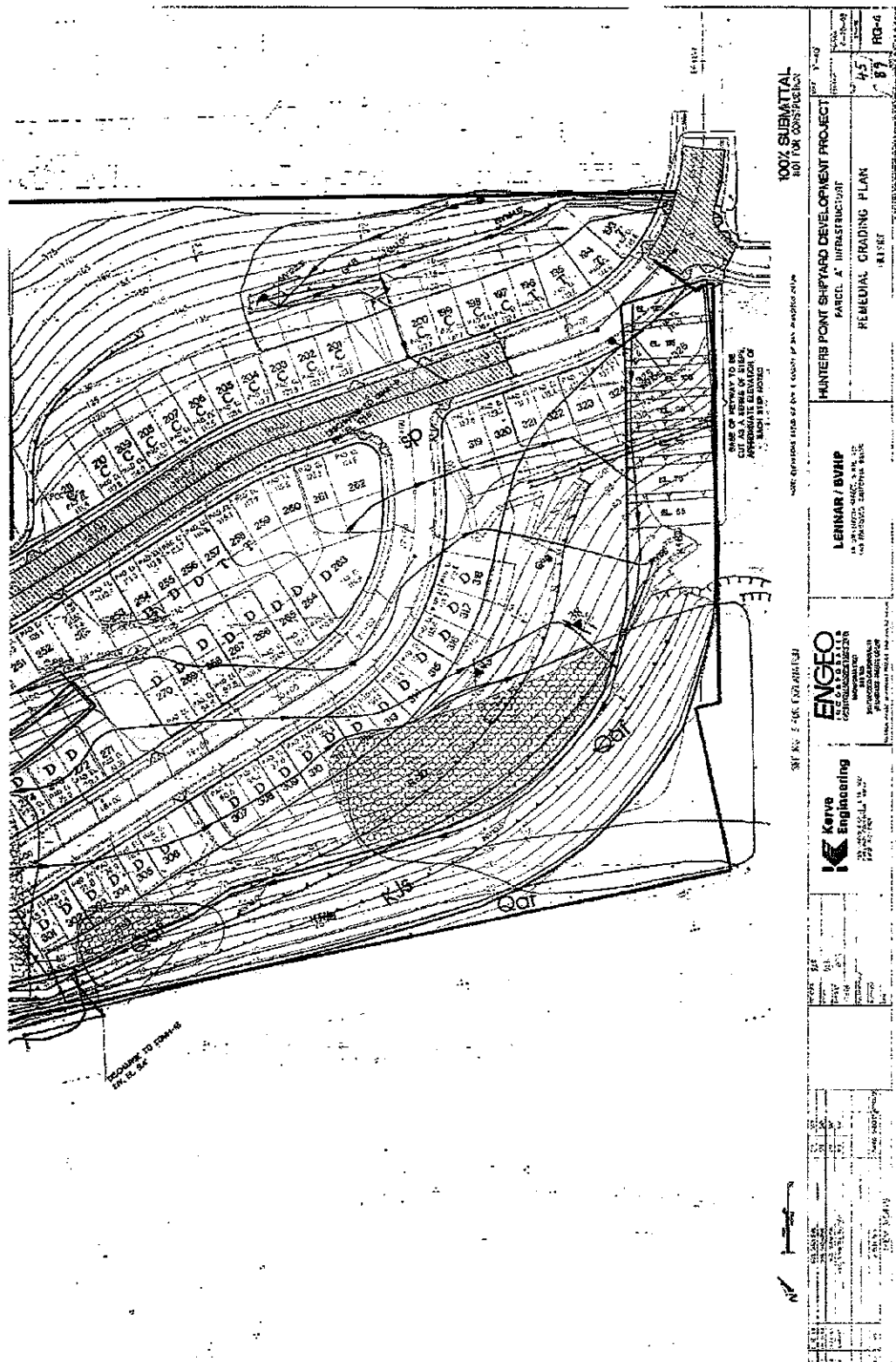
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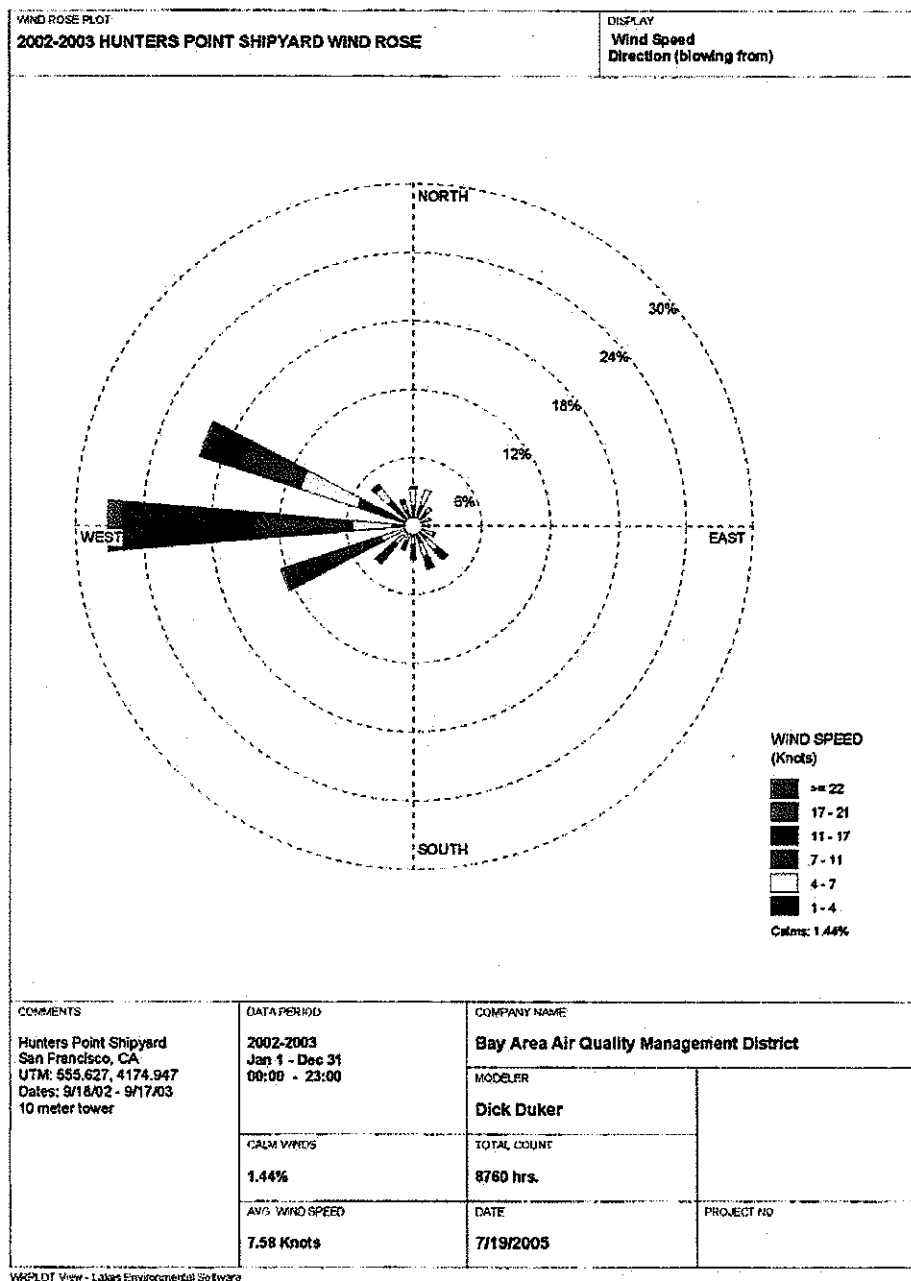






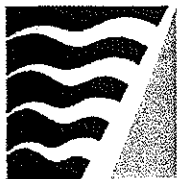


**Figure 5**  
**Hunters Point Shipyard Windrose**





## **Appendix A**



**BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT**

**ALAMEDA COUNTY**  
Roberta Cooper  
Scott Haggerty  
Nate Milley  
Shelia Young

**CONTRA COSTA COUNTY**  
Mark DeSaulnier  
Mark Ross  
(Secretary)  
Michael Shimansky  
Gayle B. Uilkema  
(Vice-Chairperson)

**MARIN COUNTY**  
Harold C. Brown, Jr.

**NAPA COUNTY**  
Brad Wagenknecht

**SAN FRANCISCO COUNTY**  
Chris Daly  
Jake McGoldrick  
Gavin Newsom

**SAN MATEO COUNTY**  
Jerry Hill  
Marland Townsend  
(Chairperson)

**SANTA CLARA COUNTY**  
Erin Garner  
Liz Kniss  
Patrick Kwok  
Julia Miller

**SOLANO COUNTY**  
John F. Silva

**SONOMA COUNTY**  
Tim Smith  
Pamela Torliatt

Jack P. Broadbent  
EXECUTIVE OFFICER/AQPCO

October 7, 2005

Anne Estabrook  
Environmental Engineer  
CH2M HILL  
155 Grand Avenue, Suite 1000  
Oakland, CA 94612

**Re: ADMP RIN: NOA-0023  
Hunters Point Shipyard Parcel A  
Applicant – Lennar VHP, LLS**

Dear Ms. Estabrook:

This letter is in response to the revised Asbestos Dust Mitigation Plan (ADMP) application for the subject project, originally submitted on May 4, 2005. District staff reviewed the original ADMP and on June 14, 2005, determined that it would be in the best interest of the community to require air monitoring as part of the ADMP for this project. The revised ADMP, with an air monitoring components, was received on September 6, 2005.

District staff has reviewed the revised ADMP, and its air monitoring components, and determined that it has met all the applicable criteria pursuant to subsection (e)(2)(A) of the Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, Section 93105, Title 17, California Code of Regulation (Asbestos ATCM). Accordingly, the ADMP, as submitted to the District on September 6, 2005, is deemed satisfactory, provided that:

- If ambient monitoring results indicate levels equal to or above 1,600 TEM structures per cubic meter, Applicant shall notify the District immediately of the monitoring results indicating: the project RIN, sampler ID and location, actual TEM structures per cubic meter, the date the sample was taken, and the date of analysis. Applicant shall review all activities and circumstances that may have contributed to elevated levels of air borne dust and TEM structures and identify additional dust mitigation measures to be deployed immediately and in the future to prevent similar such circumstances. Applicant shall employ any and all additional dust mitigation measures not originally included as part of the ADMP until demonstration is made that ambient monitoring results have decreased below 1,600 TEM structures per cubic meter.
- If ambient monitoring results indicate levels equal to or above 16,000 TEM structures per cubic meter, Applicant shall notify the District immediately of the monitoring results, indicating: the project RIN, sample ID and location, actual TEM structures per cubic meter, the date the sample was taken, and the date of analysis. Applicant will immediately cease any and all construction and/or grading operations that may contribute to airborne TEM structures until demonstration is made that ambient monitoring results have decreased below 1,600 TEM structures per cubic meter.
- All air monitoring results and any implemented dust mitigation measures shall be submitted in writing to the Compliance and Enforcement Division.

This ADMP and its air monitoring components become the basis for compliance with the Asbestos ATCM for the Hunters Point Shipyard Parcel A project and its terms must be implemented throughout the duration of the construction project. Non-compliance with any of the terms of the ADMP, or with any of the provisions listed above regarding air monitoring, constitutes a violation of the Asbestos ATCM and may result in the issuance of a notice of violation (NOV) by a District Inspector. NOVs are subject to a substantial penalty.

Any questions you may have regarding this application should be directed to Janet Simon, Air Quality Specialist, at (415) 749-4780.

Sincerely,



Kelly Wee  
Director of Enforcement

cc: Gary McIntyre  
Lennar BVHP, LLS

John Chiladakis  
CH2MHILL

## **Appendix B**

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BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

ALAMEDA COUNTY  
Tom Bates  
Scott Haggerty  
Janet Lockhart  
Nate Miley

CONTRA COSTA COUNTY  
Mark DeSaulnier  
Mark Ross  
(Vice-Chair)  
Michael Shimansky  
Gayle B. Uilkema  
(Chair)

MARIN COUNTY  
Harold C. Brown, Jr.

NAPA COUNTY  
Brad Wagenknecht

SAN FRANCISCO COUNTY  
Chris Daly  
Jake McGoldrick  
Gavin Newsom

SAN MATEO COUNTY  
Jerry Hill  
(Secretary)  
Carol Klatt

SANTA CLARA COUNTY  
Erin Garner  
Yoriko Kishimoto  
Liz Kniss  
Patrick Kwok

SOLANO COUNTY  
John F. Silva

SONOMA COUNTY  
Tim Smith  
Pamela Toriatt

Jack P. Broadbent  
EXECUTIVE  
OFFICER/APCO

**COPY**  
*Glendon*

December 12, 2006

Jeffrey A. Austin  
Environmental Manager  
Lennar BVHP, LLC  
49 Steventson Street, Suite 600  
San Francisco, CA 94105

Re: ADMP RIN: NOA-0023  
Project: Hunter's Point Shipyard Parcel A  
Applicant - Lennar BVHP, LLC

Dear Mr. Austin:

This letter is in response to a conference call on October 5 and your letter dated October 12, 2006 requesting District approval of the proposed post construction controls of the above mentioned project.

Lennar proposes to use the following two options listed below:

1. Establishment of a vegetative cover;
2. Paving;

District staff have reviewed the material you submitted and hereby concur that the methods to be used during the post construction stabilization phase of the Hunter's Point Shipyard Parcel A project meet the requirements of the Air Toxic Control Measure, Title 17, California Code of Regulations, Section 93105 (e)(4)(G), and are approved for implementation at this location.

Any questions regarding this approval should be directed to Mike Wall, Air Quality Specialist at (415) 749-4903.

Very Truly Yours,

*Janet Glasgow*  
*for*

Kelly Wee  
Director of Compliance and Enforcement

KW:JG:JS:al



**BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT**

January 3, 2008

Jeff Austin  
Division Environmental Manager  
Lennar Urban - Bay Area Division  
49 Stevenson Street #600  
San Francisco, CA 94105

**Re: Amendment to ADMP RIN: NOA-0023 (Revision 2)**  
**Project: Hunters Point Shipyard Parcel A, San Francisco**  
**Applicant: Lennar BVHP, LLC**

**ALAMEDA COUNTY**

Tom Bates  
Scott Haggerty  
Janet Lockhart  
Nate Miley

**CONTRA COSTA  
COUNTY**

John Gioia  
Mark Ross  
(Chair)  
Michael Shimansky  
Gayle B. Uilkema

**MARIN COUNTY**  
Harold C. Brown, Jr.

**NAPA COUNTY**  
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**SAN FRANCISCO  
COUNTY**  
Chris Daly  
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**SAN MATEO COUNTY**

Jerry Hill  
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Carol Klatt

**SANTA CLARA  
COUNTY**

Erin Garner  
Yoriko Kishimoto  
Liz Kniss  
Patrick Kwok

**SOLANO COUNTY**

John F. Silva

**SONOMA COUNTY**

Tim Smith  
Pamela Torliatt  
(Secretary)

Jack P. Broadbent  
EXECUTIVE  
OFFICER/APCO

Dear Mr. Austin:

This letter is in response to the amended Asbestos Dust Mitigation Plan referenced above (the "ADMP") for the subject project submitted to the Bay Area Air Quality Management District (Air District) by applicant Lennar BVHP, LLC, pursuant to subsection (e)(2)(A) of the Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, Section 93105, Title 17, California Code of Regulation (Asbestos ATCM).

Air District staff has completed the review of your request to amend the ADMP to apply to the five offsite low pressure water and reclaimed water installation efforts (the "Offsite Utility Project") of the Phase 1 infrastructure project, and determined that it meets the applicable criteria pursuant to subsection (e)(4) of the Asbestos ATCM, subject to the conditions set out below.

The Air District approves the amended ADMP, with the addition of the requirements below. Each provision of the ADMP, including any additional provision listed below, shall apply to both the Parcel A' construction work and the Offsite Utility Project, except that the applicant need not install gravel pads at access points to the Offsite Utility Project.

**Air monitoring:**

- The applicant proposes additional air monitoring of two monitors per 'Run' during ground disturbance activities. The District acknowledges the proposed monitoring on condition that:
  - Air Monitoring be conducted in accordance with ADMP Section 9.0 Air Monitoring and Appendix Air Monitoring Protocols.
  - The applicant employ best management practices to locate the two monitors per run taking into consideration:
    - The secure siting of the monitors for 24-hour sampling; and
    - Evaluating on a daily basis when work is taking place the likely predominant wind direction for that day, and secure siting permitting, placing one monitor at an upwind location and the other at a downwind location as close as possible to the work being done. The applicant's proposal of placing stationary monitors at fixed locations at either end of the runs for the duration of work at each run is not approved. If secure siting is an issue and will not permit locating one or both monitors as close as possible to the active work location, then the monitors shall be placed as close as practicable to the active work location, and the location shall be re-evaluated the next work day to again locate as close as possible.

Letter to Jeff Austin  
January 3, 2008

- o Maintain records of the location of each monitor employed for the Offsite Utility Project and the dates each monitor remained at each location, and have the records available for inspection.

Section 8.1, Track-out Prevention and Control of the ADMP shall include the following requirements:

- Immediately clean utilizing either a wet sweep or HEPA filter-equipped vacuum device any track-out that exceeds 10 feet onto any paved road to which the public has access.
- All gravel pads shall be maintained at all times so as not to allow build up of washed material in the gravel pads.

Section 8.3, Inactive Surface Areas and Storage Piles of the ADMP shall include the following requirement:

- Exposed surfaces must be additionally watered on weekends as needed unless the surface has been remediated and stabilized in accordance with Section 8.7 of the ADMP "Post-construction Stabilization".

Section 8.6, Offsite Transport of the ADMP shall include the following requirement:

- In addition to the existing ADMP language that trucks transporting excavated material offsite maintain a 1' freeboard, the load of all trucks transporting such material shall also be covered with tarps.

This amended ADMP and its air monitoring components originally approved on October 7, 2005, are the basis for compliance with the Asbestos ATCM for the entire Hunters Point Shipyard Parcel A project, and its terms must be implemented throughout the duration of the construction project.

At the conclusion of each project, a letter stating the final date of work and detailing the post construction stabilization activities shall be submitted to Compliance and Enforcement at:

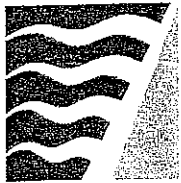
Kelly Wee, Director of Enforcement  
939 Ellis St., San Francisco, CA 94109

Any questions you may have regarding this application should be directed to Mike Wall, Air Quality Specialist, at (415) 749-4903.

Sincerely,



Jack P. Broadbent  
Executive Officer/APCO



**BAY AREA  
AIR QUALITY**

**MANAGEMENT  
DISTRICT**

**ALAMEDA COUNTY**

Tom Bates  
Scott Haggerty  
Janet Lockhart  
Nate Miley

**CONTRA COSTA  
COUNTY**

John Gioia  
Mark Ross  
Michael Shimansky  
Gayle B. Ulikema

**MARIN COUNTY**

Harold C. Brown, Jr.

**NAPA COUNTY**

Brad Wagenknecht  
(Secretary)

**SAN FRANCISCO  
COUNTY**

Chris Daly  
Jake McGoldrick  
Gavin Newsom

**SAN MATEO COUNTY**

Jerry Hill  
(Chair)  
Carol Klatt

**SANTA CLARA  
COUNTY**

Erin Garner  
Yoriko Kishimoto  
Liz Kniss  
Patrick Kwok

**SOLANO COUNTY**

John F. Silva

**SONOMA COUNTY**

Tim Smith  
Pamela Torliatt  
(Vice-Chair)

Jack P. Broadbent  
**EXECUTIVE  
OFFICER/APCO**

March 10, 2008

Jeff Austin  
Division Environmental Manager  
Lennar Urban - Bay Area Division  
49 Stevenson Street #600  
San Francisco, CA 94105

**Re: Amendment to ADMP RIN: NOA-0023 (Revision 3)**  
**Project: Hunters Point Shipyard Parcel A, San Francisco**  
**Applicant: Lennar BVHP, LLC**

Dear Mr. Austin:

This letter is in response to your email dated February 15, 2008, to Eric Stevenson, BAAQMD Air Monitoring Manager, requesting the classification of asbestos air monitoring station HV-1 be changed from a battery operated monitor to a monitor with a fixed 110 volt AC power supply with 12 volt battery back-up. A copy of your February 15 email is attached to this letter.

The Lennar BVHP Asbestos Dust Mitigation Plan (ADMP), Appendix: Air Monitoring Protocols, A.3 Sampling Equipment currently reads:

Sampling will be conducted using battery operated heavy duty vacuum pumps: Either Model SKC 1532 and/or Model BGI 100 or an equivalent model will be used.

Your email dated February 15, 2008, will serve as the amendment request for HV-1. This letter amends Appendix: Air Monitoring Protocols, A.3 Sampling Equipment, of the above-referenced ADMP originally approved October 7, 2005, to allow the operation of HV-1 in accordance with the parameters set out in 1 through 8 in your February 15, 2008, email.

Any questions you may have regarding this ADMP amendment should be directed to Mike Wall, Air Quality Specialist, at (415) 749-4903.

Sincerely,

Jeff McKay  
Deputy Air Pollution Control Officer

enclosure: Copy of February 15, 2008 email from Jeff Austin, Lennar Bay Area Urban, to Eric Stevenson.

From: Jeff.Austin@lennar.com [mailto:Jeff.Austin@lennar.com]  
Sent: Friday, February 15, 2008 5:44 PM  
To: Eric Stevenson  
Cc: abernardo@baaqmd.gov; Vicki Dvorak; Brian.Olin@lennar.com;  
galieberman@mactec.com  
Subject: New System at HV-1; HPS Phase I

Mr. Stevenson,

This email has been prepared as a follow up to our phone conversation that took place on Thursday, February 7, 2008 and with regard to a modified power supply system for airborne asbestos monitoring station HV-1 (Hilltop) located within the Phase I project area at the Hunters Point Shipyard (RIN # 0023).

As stated on the call, Lennar-BVHP, LLC and its electrical subcontractor, designed a system that does not require the "switching out" of batteries on a daily basis to ensure proper operation of the monitor. The new system is as follows:

1. 110 volt AC power was delivered to the location of HV-1 from a power source in building 101. This entailed installing approximately 550 feet of 10-gauge wire insulated with a UV-resistant outer coating. This wire is rated for outdoor use and was sized appropriately to ensure adequate amperage and voltage at the monitor.
2. A waterproof but well ventilated box was installed that contains both the 12 volt sampling pump and combination AC-DC inverter/battery charger. This AC-DC inverter/battery charger is powered by the 110 volt AC power described above in No. 1.
3. A second waterproof but well ventilated box was installed that contains 4 industrial grade sealed 12 volt batteries (these batteries have the same characteristics of the 12 volt batteries currently in use at all other monitoring stations).
4. Both of these boxes are locked
5. During normal operation, the 12 volt DC sampling pump will draw electricity directly from the AC-DC inverter/battery charger.
6. If, for whatever reason, the power goes out in building 101, the AC-DC inverter/battery charger will immediately sense the power drop and immediately switch over to the 12 volt battery power
7. Because we have 4 x 12 volt batteries we are able to count on at least two days (48 hours) of power supply to the 12 volt sampling pump thereby avoiding any interruption in a sampling run. All other monitoring stations rely on a single 12 volt battery and will last a minimum of 24 hours.
8. Our sampling consultant, Mactec, has been trained in the operation of this system and this system is now in use.

Please do not hesitate to contact the undersigned if you have questions or concerns.

## **Appendix C**

---



**BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT**

**ALAMEDA COUNTY**

Tom Bates  
Scott Haggerty  
Janet Lockhart  
Nate Miley

**CONTRA COSTA  
COUNTY**

John Gioia  
Mark Ross  
Michael Shimansky  
Gayle B. Uilkema

**MARIN COUNTY**

Harold C. Brown, Jr.

**NAPA COUNTY**

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Erin Garner  
Yoriko Kishimoto  
Liz Kniss  
Ken Yeager

**SOLANO COUNTY**

John F. Silva

**SONOMA COUNTY**

Tim Smith  
Pamela Torliatt  
(Vice-Chair)

Jack P. Broadbent  
**EXECUTIVE  
OFFICER/APCO**

August 4, 2009

Jeff Austin  
Division Environmental Manager  
Lennar Urban - Bay Area Division  
49 Stevenson Street #600  
San Francisco, CA 94105

**Re: ADMP RIN # NOA-0023**  
**Project: Hunters Point Shipyard Parcel A, San Francisco**  
**Applicant: HPS Development Co., LP**

Dear Mr. Austin,

This letter is in response to the revised Asbestos Dust Mitigation Plan referenced above ("ADMP") for the subject project submitted to the Bay Area Air Quality Management District ("District") by applicant HPS Development Co., LP, pursuant to subsection (e)(2)(A) of the Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations, Section 93105, Title 17, California Code of Regulation (Asbestos ATCM).

The reference identification number (RIN) for this ADMP remains **NOA-0023**; when making inquiries or filing record submittals regarding this ADMP, please refer to the RIN.

The District received the revised ADMP on June 2, 2009, and responded to the applicant on July 10, 2009 with required changes. The District received the final ADMP revision from the applicant on July 16, 2009, and determined the ADMP meets the applicable criteria pursuant to subsection (e)(4) of the Asbestos ATCM, provided the Dust Mitigation Measures under Section 7.0, specifically the mitigation measures enumerated in the following sub-sections, are adhered to throughout the duration of construction and/or grading activities at the project:

- 7.1 Track-out Prevention and Control**
- 7.2 Active Storage Piles**
- 7.3 Inactive Surface Areas and Storage Piles**
- 7.4 Dust Mitigation for Roads, Parking Lots, and Staging Areas**
- 7.5 Dust Mitigation for Earthmoving Activities**
- 7.6 Offsite Transport**
- 7.7 Post-construction Stabilization**

In addition, approval is subject to the requirements set forth below.

**Air monitoring:**

1. The District approves the proposed monitoring on condition that:
  - a. Air Monitoring be conducted in accordance with ADMP Section 8.0 Air Monitoring and Appendix F, because the project site is located close to nearby schools and residences.
  - b. Standard Operating Procedures for sample collection, processing and shipping, as well as all calibration records for flow measuring devices, and records of the date and location of each monitor shall be available for inspection.

Letter to Jeff Austin  
July 23, 2009  
Page 2

This ADMP is the basis for compliance with the Asbestos ATCM for the Hunters Point Shipyard Parcel A project, and its terms must be implemented throughout the duration of the construction project. At the conclusion of the project, a letter stating the final date of work and detailing the post construction stabilization activities shall be submitted to Compliance and Enforcement at:

Kelly Wee, Director of Enforcement  
939 Ellis St., San Francisco, CA 94109

Any questions you may have regarding this application should be directed to Magen Harris, Air Quality Specialist, at (415) 749-4785.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff McKay", is written over the word "Sincerely,".

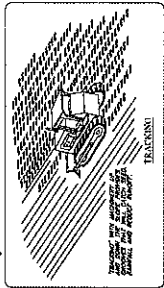
Jeffrey McKay  
Deputy Air Pollution Control Officer



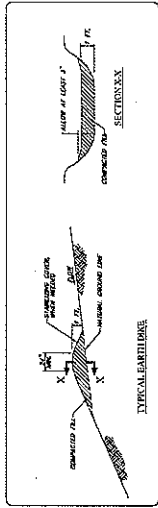
## **Appendix D**

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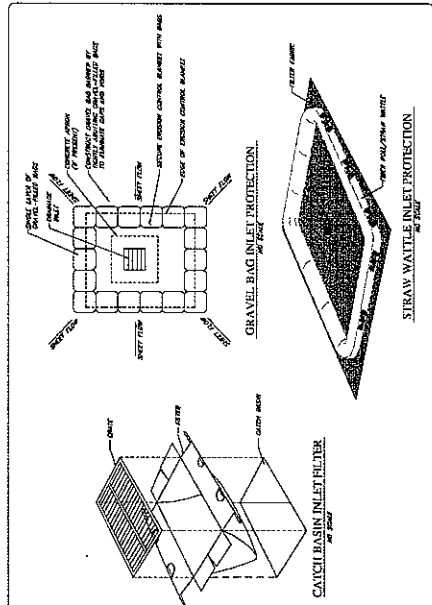




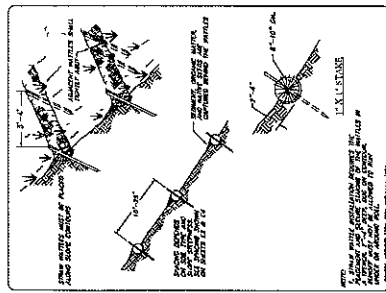
1 SILT TRAP



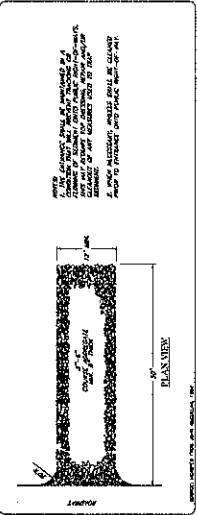
2 TYPICAL EARTH DAM



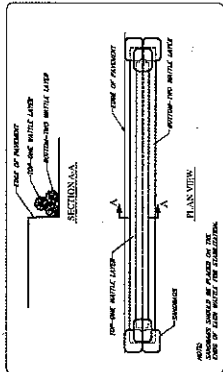
3 INLET PROTECTION



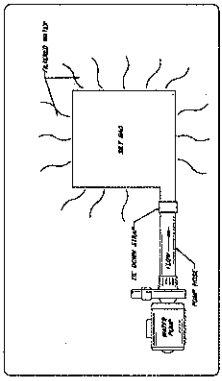
4 STRAW WATTLE ON SLOPES



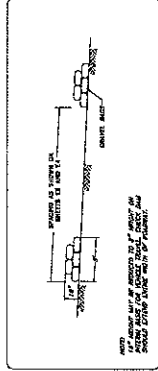
5 TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT



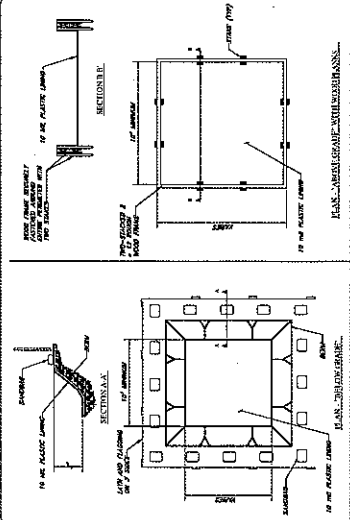
6 TRIPLE WATTLE AND SANDBAG



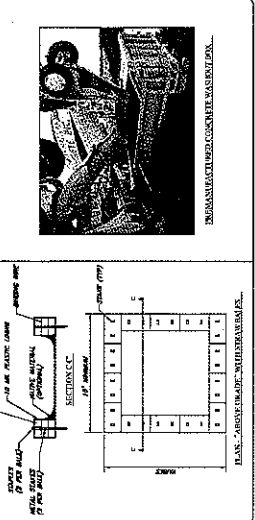
7 SILT BAG



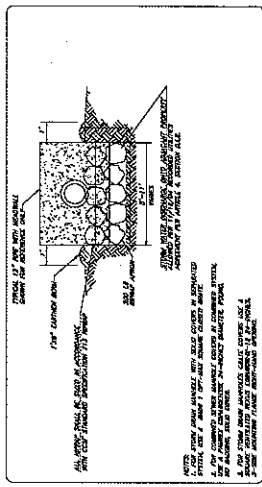
8 GRAVEL BAG CHECK DAM FOR ROUGH GRADED ROADWAYS



9 STRAW WATTLE ON PAD SLOPES



10 CONCRETE WASTE MANAGEMENT



11 RIPRAP APRON

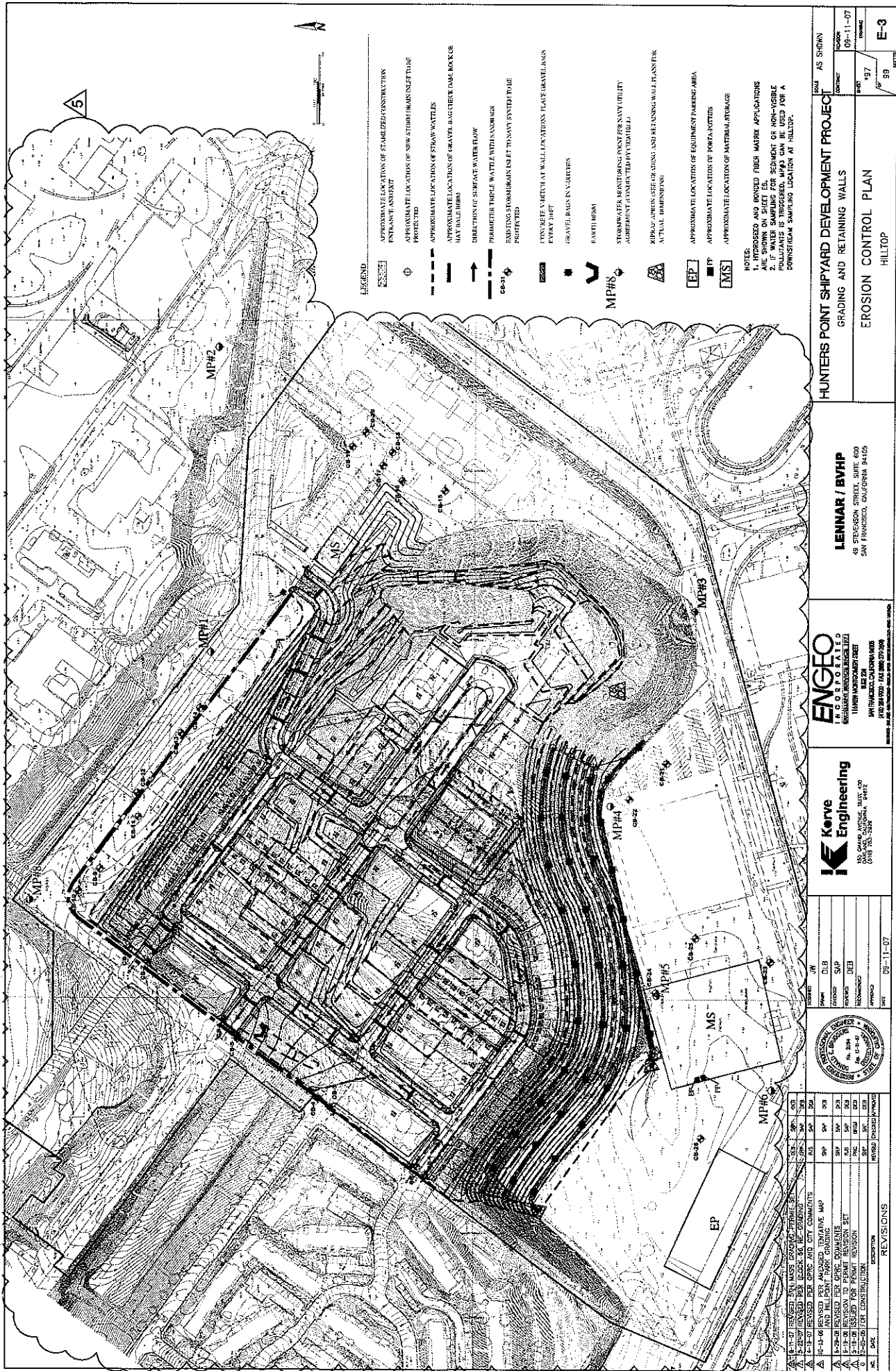


**Kerve Engineering**  
INCORPORATED  
11111 KERVE DRIVE  
SAN FRANCISCO, CALIFORNIA 94135  
(415) 778-1111

**LENNAIR / BVHP**  
49 STOCKTON STREET, SUITE 600  
SAN FRANCISCO, CALIFORNIA 94103

HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT			
GRADING AND RETAINING WALLS			
EROSION CONTROL BMPs			
NO.	DATE	REVISIONS	BY
1	09-11-07	ISSUED FOR PERMIT	95
2	09-11-07	FOR CONSTRUCTION	99

NO SCALE  
DATE: 09-11-07  
PROJECT: HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT  
SHEET: 95 OF 99  
E-2



- LEGEND**
- APPROXIMATE LOCATION OF STABILIZED CONSTRUCTION EXISTING LANDSCAPE
  - APPROXIMATE LOCATION OF NEW STORM DRAINAGE TO BE PROTECTED
  - APPROXIMATE LOCATION OF STORM WATERS
  - APPROXIMATE LOCATION OF GRAVEL BAG CHECK DAM ROCK OR HAY BALE BARRIERS
  - DIRECTION OF SURFACE WATER FLOW
  - PERMANENT TRIPLE WATER WITHIN SINKAGE
  - EXISTING FOUNDATION IN SET TO NAVY SYSTEM TO BE PROTECTED
  - CYCLONE VENTILATION WALL LOCATIONS PLATE HANGERS EVERY 10 FT
  - GRAVEL BAGS IN VERTICES
  - EARTH BERM
  - STORMWATER MONITORING POINT FOR SANITARY UTILITY ADJACENT (CONCRETE TYPICALLY)
  - RIPRAP JUNCTIONS (SEE GRADING AND RETAINING WALL PLANS FOR ACTUAL DIMENSIONS)
  - APPROXIMATE LOCATION OF EQUIPMENT PARKING AREA
  - APPROXIMATE LOCATION OF PORTA POTTIES
  - APPROXIMATE LOCATION OF MATERIAL STORAGE
- NOTES:**
1. HYDROSEED AND BONDED FIBER MATTING APPLICATIONS ARE SHOWN ON SHEET E-3.
  2. IF WATER SAMPLING FOR SEDIMENT OR NON-VISIBLE SOLIDS IS REQUIRED, THE LOCATION SHALL BE PROVIDED FOR A DOWNSTREAM SAMPLING LOCATION AT HILTOP.

**ENGEO**  
INCORPORATED  
1000 MARKET STREET  
SAN FRANCISCO, CA 94102  
415.774.1100  
WWW.ENGEO.COM

**Korve Engineering**  
1500 CALIFORNIA STREET  
SAN FRANCISCO, CA 94102  
415.774.1100  
WWW.KORVE.COM

**REVISIONS**

NO.	DATE	DESCRIPTION
1	09-11-07	ISSUED FOR PERMIT
2	09-11-07	REVISED PER COMMENTS
3	09-11-07	REVISED PER COMMENTS
4	09-11-07	REVISED PER COMMENTS
5	09-11-07	REVISED PER COMMENTS
6	09-11-07	REVISED PER COMMENTS
7	09-11-07	REVISED PER COMMENTS
8	09-11-07	REVISED PER COMMENTS
9	09-11-07	REVISED PER COMMENTS
10	09-11-07	REVISED PER COMMENTS

**APPROVED**

\_\_\_\_\_  
DATE: 09-11-07

**PROJECT INFORMATION**

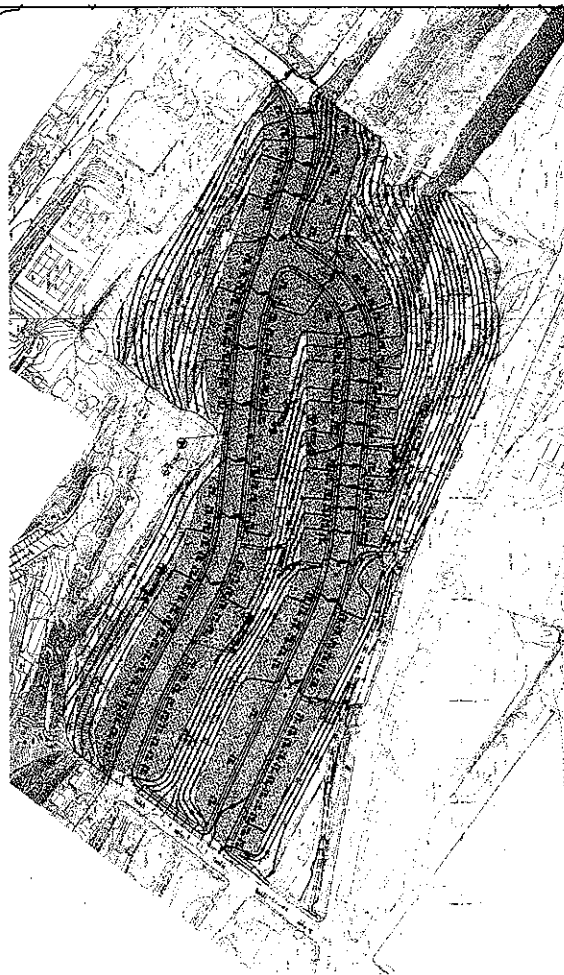
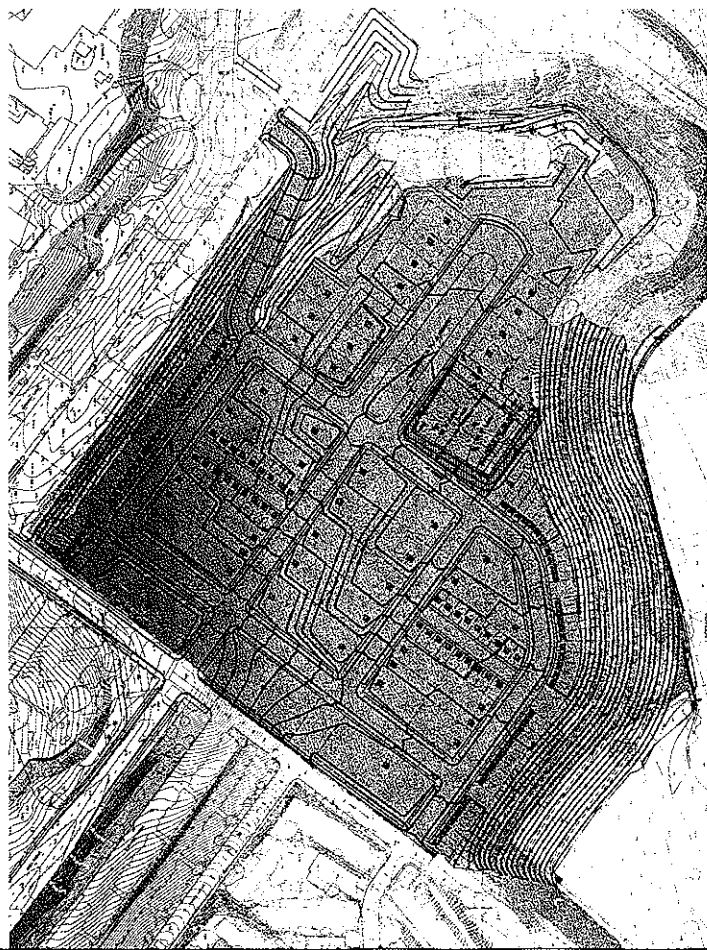
**PROJECT NAME:** HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT  
**CLIENT:** LENNAR / BVHP  
**ADDRESS:** 49 STEVENSON STREET, SUITE 600, SAN FRANCISCO, CA 94102  
**DATE:** 09-11-07  
**SCALE:** AS SHOWN

**PROJECT INFORMATION**

**PROJECT NAME:** HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT  
**CLIENT:** LENNAR / BVHP  
**ADDRESS:** 49 STEVENSON STREET, SUITE 600, SAN FRANCISCO, CA 94102  
**DATE:** 09-11-07  
**SCALE:** AS SHOWN



5



EXPLANATION  
 RETAINING WALL  
 FIBER MESH (10' MAX. VERT. ST. INT.)  
 HYDROSEEDING AND BONDED FIBER MATRIX (10' MAX. VERT. ST. INT.)



NO.	DATE	DESCRIPTION	DESIGNED	CHECKED	APPROVED
1	09-11-07	REVISIONS			
2	09-11-07	REVISIONS			
3	09-11-07	REVISIONS			
4	09-11-07	REVISIONS			
5	09-11-07	REVISIONS			
6	09-11-07	REVISIONS			
7	09-11-07	REVISIONS			
8	09-11-07	REVISIONS			
9	09-11-07	REVISIONS			
10	09-11-07	REVISIONS			



DESIGNED	JW
CHECKED	DLB
APPROVED	SAP
REVISIONS	DIES
DATE	09-11-07

**Korve Engineering**  
 1000 CALIFORNIA STREET, SUITE 200  
 SAN FRANCISCO, CALIFORNIA 94106  
 (415) 774-3222

**ENGEO INCORPORATED**  
 1000 CALIFORNIA STREET, SUITE 200  
 SAN FRANCISCO, CALIFORNIA 94106  
 (415) 774-3222

**LENNAR / BVHP**  
 49 STANSON STREET, SUITE 600  
 SAN FRANCISCO, CALIFORNIA 94106  
 (415) 774-3222

HUNTERS POINT SHIPYARD DEVELOPMENT PROJECT		DATE	AS SHOWN
GRADING AND RETAINING WALLS		DESIGNED	09-11-07
REVISED HYDROSEEDING AND BONDED FIBER MATRIX PLAN		DATE	09-11-07
		REVISIONS	E-5

# Appendix E

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# APPENDIX I

## BMP Consideration Checklist BMPs Selected for the Project

CONSTRUCTION SITE BMP CONSIDERATION CHECKLIST					
The BMPs listed here should be considered for every project. Those BMPs that are not included in the SWPPP should be checked as "Not Used" with a brief statement describing why it is not being used.					
EROSION CONTROL BMPs					
BMP No.	BMP	CONSIDERED FOR PROJECT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
EC-1	Scheduling	X	X		
EC-2	Preservation of Existing Vegetation	X	X		
EC-3	Hydraulic Mulch	X	X		
EC-4	Hydroseeding	X	X		
EC-5	Soil Binders	X	X		
EC-6	Straw Mulch	X	X		
EC-7	Geotextiles & Mats	X	X		
EC-8	Wood Mulching	X		X	Other erosion control used
EC-9	Earth Dikes & Drainage Swales	X	X		
EC-10	Velocity Dissipation Devices	X	X		
EC-11	Slope Drains	X	X		



## CONSTRUCTION SITE BMPs CONSIDERATION CHECKLIST

The BMPs listed here should be considered for every project. Those BMPs that are not included in the SWPPP must be checked as "Not Used" with a brief statement describing why it is not being used.

### SEDIMENT CONTROL BMPs

BMP No.	BMP	CONSIDERED FOR PROJECT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
SC-1	Silt Fence	X	X		
SC-2	Sediment Basin	X		X	Other BMPs used
SC-3	Sediment Trap	X		X	Other BMPs used
SC-4	Check Dam	X	X		
SC-5	Fiber Rolls	X	X		
SC-6	Gravel Bag Berm	X	X		
SC-7	Street Sweeping and Vacuuming	X	X		
SC-8	Sand Bag Barrier	X		X	Rock or gravel bag berms used
SC-9	Straw Bale Barrier	X	8/15/08 X	X	Rock or gravel bag berms used
SC-10	Storm Drain Inlet Protection	X	X		

### WIND EROSION CONTROL BMPs

WE-1	Wind Erosion Control	X	X		
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### TRACKING CONTROL BMPs

TC-1	Stabilized Construction Entrance/Exit	X	X		
TC-2	Stabilized Construction Roadway	X	X		
TC-3	Entrance/Outlet Tire Wash	X	X	X	<del>Rock Construction Exit or Rumbler Plates</del> used

6/15/08

## CONSTRUCTION SITE BMPs CONSIDERATION CHECKLIST

The BMPs listed here should be considered for every project. Those BMPs that are not included in the SWPPP must be checked as "Not Used" with a brief statement describing why it is not being used.

### NON-STORMWATER MANAGEMENT BMPs

BMP No.	BMP	CONSIDERED FOR PROJECT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
NS-1	Water Conservation Practices	X	X		
NS-2	Dewatering Operations	X		X	Not applicable
NS-3	Paving and Grinding Operations	X	X		
NS-4	Temporary Stream Crossing	X		X	Not applicable
NS-5	Clear Water Diversion	X		X	Not applicable
NS-6	Illicit Connection/Discharge	X	X		
NS-7	Potable Water/Irrigation	X	X		
NS-8	Vehicle and Equipment Cleaning	X	X		
NS-9	Vehicle and Equipment Fueling	X	X		
NS-10	Vehicle and Equipment Maintenance	X	X		
NS-11	Pile Driving Operations	X		X	Not applicable
NS-12	Concrete Curing	X	X		
NS-13	Concrete Finishing	X	X		
NS-14	Material and Equipment Use Over Water	X		X	Not Applicable
NS-15	Demolition Adjacent to Water	X		X	Demolition complete
NS-16	Temporary Batch Plants	X		X	Not applicable

## CONSTRUCTION SITE BMPs CONSIDERATION CHECKLIST

The BMPs listed here should be considered for every project. Those BMPs that are not included in the SWPPP must be checked as "Not Used" with a brief statement describing why it is not being used.

### WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs

BMP No.	BMP	CONSIDERED FOR PROJECT	CHECK IF USED	CHECK IF NOT USED	IF NOT USED, STATE REASON
WM-1	Material Delivery and Storage	X	X		
WM-2	Material Use	X	X		
WM-3	Stockpile Management	X	X		
WM-4	Spill Prevention and Control	X	X		
WM-5	Solid Waste Management	X	X		
WM-6	Hazardous Waste Management	X	X		
WM-7	Contaminated Soil Management	X	X		
WM-8	Concrete Waste Management	X	X		
WM-9	Sanitary/Septic Waste Management	X	X		
WM-10	Liquid Waste Management	X	X		

# Appendix F

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# Air Monitoring Protocols

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## F.1 Sampling Locations

Sampling locations were selected based on locally measured wind speed and direction data as provided by the BAAQMD. The attached wind rose diagram (Figure 5) illustrates the wind speed, direction and frequency of occurrence at the Hunters Point Shipyard. Site sampling locations were selected in cooperation with BAAQMD air monitoring staff. The sampling will be conducted on the site property line at the five locations shown in the attached Work Site Air Monitoring Diagram.

High volume air samplers have been placed in the surrounding community, as depicted on the attached Airborne Asbestos Monitoring Location diagram (Figure 6). Sampling equipment will be sited to avoid sheltered or dead air spaces and areas where particle trapping may occur. Sample probes will be elevated to approximately 4 feet above grade and placed in areas clear of obstructions.

To prevent vandalism, all sampling locations have been located behind fences. Monitor locations have also been moved away from the overhead misting systems currently in use at certain locations across the site to prevent damage to the sampling apparatus.

## F.2 Sampling Equipment

Sampling at all monitoring stations other than HV-1 will be conducted using battery operated heavy duty vacuum pumps. HV-1 will be powered by a monitor with a fixed 110 volt AC power supply with 12-volt battery back-up. Either Model SKC 1532 and/or Model BGI 100 or an equivalent model vacuum pump will be used for each of the monitoring stations, including HV-1. Selected equipment will be of the type that is used extensively in air sampling for asbestos, dust, fumes and mist. The sampling pump assembly will include a flow regulator/dampener, a lockable air flow adjustment valve and a rechargeable battery pack.

The sampling train will include tygon tubing starting at the pump inlet, running to an air filter cassette assembly. The filter cassettes will be MCEO 0.45 micron pore size AHERA or the equivalent. These are typically 25 mm nonconductive cassettes with an open face cowl.

Each of the sampling trains and cassettes will be inspected regularly to ensure continuous operation, and each will be calibrated pre- and post-sampling.

## F.3 Data Recording

For each sample a technician will record in a field notebook, the sample ID number, the sample location, the date and time the pump was activated, the date and time the pump was deactivated, the flow rate at the start of sampling, the flow rate at the end of sampling, the calculated average flow rate, and the calculated total volume pumped during sampling. These data will be recorded on site at the time of sampling, will be transcribed onto the

chain-of-custody form, and will remain with the sample as it is transferred to the analytical laboratory.

#### **F.4 Numbering and Chain of Custody**

At the end of a sampling period, the asbestos air sample cartridge will be detached and stored in a sealed sample bag. The sample will be promptly hand delivered to a California-accredited analytical laboratory for analysis. Each sample will be accompanied by chain of custody forms labeled with the appropriate sample station number, the identity of the technician who retrieved the sample, the date and time of retrieval, the date and time of sampling, and the date and time that the sample was delivered to the laboratory. Both the technician and a representative of the receiving laboratory will be required to sign a chain of custody form to ensure proper transferral of the sample cartridges. The cartridge itself will be labeled with the sample number, the date and time of sampling, and the station number where the sample was taken.

#### **F.5 Analytical Method and Procedure**

All asbestos air sampling will be analyzed per the US Environmental Protection Agency, Asbestos Hazard Emergency Act (AHERA) criteria pursuant to Title 17 of the California Code of Regulations (17 CCR) Section 93105, Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations. The following exceptions are required by the NOA ATCM and will be included:

- The analytical sensitivity shall be 0.001 structures per cubic centimeter (0.001 s/cc); and
- All asbestos structures with an aspect ratio greater than three to one (3 to 1) shall be counted irrespective of length.

#### **F.6 Results Submittal and Data Availability**

All results from BAAQMD-approved monitoring stations will be distributed to all project stakeholders via email on a daily basis regardless of detected concentrations. The email distributions for air monitoring results from monitoring stations HV-1, HV-2, HV-4, HV-5, and HV-6 include BAAQMD staff, developer staff, San Francisco Redevelopment Agency staff, San Francisco Department of Public Health Staff, community representatives and the general contractor.

Furthermore, a cumulative database of all air monitoring results and any on-site wind monitoring data results from project inception to the present will be updated and distributed – the cumulative air monitoring results on a monthly basis and the cumulative on-site wind data results on a weekly basis. The air monitoring data compilation table is also available via the Internet and can be found on the San Francisco Department of Public Health website at <http://www.sfdhph.org/files/EHSdocs/ehsHuntersPointdoc/ASBdata.xls>. Cumulative on-site wind monitoring results shall be distributed only to the BAAQMD once weekly.

**SECTION 01500—SUPPLEMENTAL “H”  
ENVIRONMENTAL MITIGATION MEASURES**

The attached Environmental Mitigation Measures have been extracted from the Final Environmental Impact Report for the Reuse of Hunters Point Shipyard, February 2000, which can be provided upon request to Owner.

This list of environmental mitigation measures shall serve as a reference only, and is not to be considered complete or comprehensive. The Contractor shall review and familiarize itself with all requirements of the above referenced documents that relate to Contractor’s Work, and Contractor shall be responsible for all requirements contained in the documents applicable to the Work.

## ENVIRONMENTAL MITIGATION MEASURES

### 1. AIR QUALITY

#### 1.A. Construction PM<sub>10</sub>

BAAQMD officials consider PM<sub>10</sub> emissions from construction sites to be potentially significant. As conditions of construction contracts, contractors will be required to implement BAAQMD guidelines for controlling particulate emissions at construction sites. Subcontractor shall comply with BAAQMD guidelines, which are summarized below:

- Seed and water all unpaved, inactive portions of the Project Site under construction to maintain grass cover if they are to remain inactive for long periods during building construction.
- Halt all clearing, grading, earthmoving, and excavating activities during periods of sustained strong winds (hourly average wind speeds of 25 mph [40 km per hour] or greater).
- Water or treat all unpaved active portions of the Project Site with dust control solutions, twice daily, to minimize windblown dust and dust generated by vehicle traffic. (City Ordinance 175-95 requires that nonpotable water be used for this purpose.)
- Sweep paved portions of the Project Site daily or more frequently as necessary to control windblown dust and dust generated by vehicle traffic. Sweep streets adjacent to the Project Site as necessary to remove accumulated dust and soil.
- Cover trucks carrying loose soil or sand before they leave the Project Site, and limit on-site vehicle speeds to 15 mph (24 km per hour) or lower in unpaved construction areas.
- Limit the area subject to excavation, grading or other construction activity at any one time. Cover on-site storage piles of loose soil or sand.

This measure shall be implemented for the Project Site and its immediate surroundings during site clearing, grading, excavation and trucking of soil and demolition debris and for all unpaved and inactive areas at the Project Site for which Subcontractor is made responsible by the Contract Documents. In addition to the BAAQMD above, Subcontractor shall water or treat with dust suppression solutions construction and vehicular dust including all unpaved, active portions of the Project Site on an as-needed basis, but no less frequently than twice daily. Subcontractor's and all lower tier subcontractors' trucks shall be covered before leaving the area of the Project Site or when storing loose soil or sand in a parked position. Subcontractor shall sweep streets adjacent to the Project Site daily or more frequently as necessary to remove accumulated dust, mud, or soil. Subcontractor and all lower tier subcontractors shall also comply with all provisions of any Dust Control Plan and Disposal Plan prepared by Owner and approved by all applicable governmental agencies, including, without limitation, all Best Management Practices ("BMPs") set forth in any such Dust Control Plan and Disposal Plan.

### 2. NOISE

#### 2.A. Construction Activities

Subcontractor and all lower tier subcontractors shall comply with (i) the City's applicable ordinances on noise control, which limit the hours during which heavy demolition, certain construction activities and truck traffic may occur in order to prevent unreasonable noise and/or vibration from impacting nearby residents, and (ii) to the extent applicable, the noise and time restrictions for Work on the Project Site set forth in the Demolition and Deconstruction Plan made a part of the Plans and Specifications.



### **3. HAZARDOUS MATERIALS AND WASTE**

#### **3.A. Construction Prior to Remediation**

The following precautionary measures will be implemented by Subcontractor and all lower tier subcontractors at the Project Site during necessary construction activities if any such construction is undertaken prior to remediation of the Project Site or any other parcel in the BVHP area affected by such construction activities:

- Obtain site-specific information about soil or groundwater that would be disturbed through new construction or existing information from the Navy and consultation with regulatory agencies.
- Before disturbing soil or groundwater, or conducting intrusive activities such as shoveling, digging, trenching, installing wells, subsurface excavations, or building renovation, obtain Navy approval and coordinate with Federal and state regulatory agencies. This coordination would result in an identification of precautionary measures to be implemented during construction activities. The precautionary measures would be incorporated into a site-specific Health and Safety Plan (HASP) that is consistent with the contaminants present.
- Implement dust suppression measures to limit airborne contaminants in accordance with BAAQMD requirements.
- Handle and dispose of soil in a manner consistent with the contamination present, as required by all Applicable Laws.

Subcontractor and all lower tier subcontractors shall store Hazardous Substances, construction materials and waste resulting from demolition in compliance with all Applicable Laws, including, without limitation, the Resource Conservation and Recovery Act and the Clean Water Act, and with all compliance procedures which are set forth in the Environmental Safety Manual.

To the extent construction activities are scheduled to occur prior to remediation of the Project Site or other BVHP area parcel affected by such construction activities, Subcontractor and all lower tier subcontractors shall comply with all provisions of any remediation plan adopted with respect to the Project Site or any other such affected parcel.

#### **3.B. Construction After Remediation**

Subcontractor and all lower tier subcontractors shall perform all construction activities on the Project Site in a manner consistent with institutional controls designed to be protective of public health, as determined in consultation with Contractor and all regulatory agencies and in accordance with Cal-OSHA regulations. Subcontractor and all lower tier subcontractors shall take the following additional steps, where warranted by site-specific information:

- Obtain information on soil and groundwater contamination by reviewing existing Navy data and/or consulting with regulatory agencies. When no sampling results are available, advise Contractor of the need to develop and implement a sampling program similar to that required under Article 22A of the San Francisco Public Works Code.
- If contamination is identified in the areas proposed for disturbance, prepare a site mitigation plan, similar to that required under Article 22A of the Health Code. If applicable, implement the requirements of Cal. Code Reg. Tit. 8 § 5192 (Hazardous Waste Operations and Emergency Response).
- Dispose of groundwater in accordance with all Applicable Laws, and obtain and comply with all applicable permits.

Subcontractor and all lower tier subcontractors shall perform any required lead and asbestos abatement, storage and transportation off-site in compliance with all Applicable Laws, including, without limitation, the Resource Conservation and Recovery Act and with all compliance procedures which are set forth in the Environmental Safety Manual.

Subcontractor and all lower tier subcontractors shall also comply with all provisions of any Stormwater and Erosion Control Plan, Health and Safety Plan, or Dust Control Plan prepared by Owner and approved by all applicable governmental agencies.

### **3.C. Construction Contingency Plan for Unanticipated Hazardous Substances**

Subcontractor acknowledges that it has been informed by Contractor, and that Subcontractor agrees to inform all lower tier subcontractors, that unknown Hazardous Substances could be encountered during demolition, excavation, or construction of the Work, and that Subcontractor has received instruction from Contractor, and will further instruct all lower tier subcontractors, regarding steps to be taken if this occurs. These steps include the following:

- The Subcontractor shall immediately stop work in the area and notify the San Francisco Department of Public Health ("DPH") verbally and in writing.
- The Subcontractor shall immediately secure the area to prevent accidental access by construction workers or the public.
- The identified material shall be sampled as directed by DPH.
- Handling and disposal of identified Hazardous Substances shall be in accordance with DPH direction and in compliance with all Applicable Laws and any Agency requirements.
- Work on the Project Site may resume only where and when permitted by DPH.

Subcontractor and all lower tier subcontractors shall comply with Contractor's Construction Contingency Plan for unanticipated Hazardous Substances.

### **3.D. Controls on Ecological Exposure to Hazardous Substances During Construction**

Subcontractor and all lower tier subcontractors shall, to the extent applicable:

- (a) For surface water impacts, follow all conditions of the State of California storm water construction permit, including implementing BMPs to reduce storm water runoff from the site, and shall comply with the SWPPP provisions of the Agreement.
- (b) For groundwater discharge impacts, follow all permit requirements for discharge into the storm water system or sanitary sewer system, and treat water as appropriate to comply with discharge levels as required by the permit.
- (c) Assess potential effects on groundwater gradients within construction areas if dewatering is proposed or if new utility lines are proposed that could act as conduits for contaminants in groundwater. Conduct dewatering activities such that contamination does not spread to the Bay or other ecologically sensitive areas. New storm drains shall have watertight joints, such as rubber gaskets.
- (d) For boring and pile driving activities along the Bay, if applicable, drive the piles directly into the sediments without boring where possible, to minimize and localize sediment disruption. Where pile driving without drilling is not possible due to shallow bedrock, drive a casing to the solid material, preventing collapse of the material and allowing drilling to occur within the casing without excessive sediment disruption. Then place the pile in the casing and backfill with concrete.

- (e) Perform dredging activities in a manner consistent with institutional controls established via the CERCLA process. Require consultation with agencies represented in the Army Corps of Engineers Interagency Dredged Material Management Office regarding appropriate methods for limiting disturbance of sediment, containing suspended sediment to the immediate area being dredged, and additional measures to be protective of human health and the environment as described in applicable materials.

Subcontractor and all lower tier subcontractors will: (i) to the extent applicable, comply with and implement BMPs prepared by or on behalf of Owner, as set forth in the Contract Documents, to prevent discharges to wetland areas including (A) measures to trap or filter sediments in runoff, which may include silt fences, straw bale barriers or sand bag barriers, (B) measures to divert runoff such as temporary drains or swales, (C) physical stabilization of construction areas by means such as spraying with water, and (D) preventing release of construction pollutants like concrete, fuel and lubricating oils; and (ii) comply with all provisions of any Dust Control Plan and Stormwater Control Plan prepared by Owner and approved by all applicable governmental agencies.

#### **4. GEOLOGY AND SOILS**

##### **4.A. Handling Naturally Occurring Asbestos During Construction**

Subcontractor and all lower tier subcontractors shall, to the extent applicable, follow BAAQMD, U.S. EPA, and federal and Cal-OSHA regulations for construction and demolition activities. Continuously wet serpentinite involved in excavation or drilling operations. Wet and cover stockpiled serpentinite. Do not use serpentinite as road, surfacing, or paving material. Cap serpentinite used as fill material with at least one foot (0.3 m) of clean non-serpentinite fill material, and implement institutional controls to prevent future exposure from excavation activities. Treat excavated waste materials containing greater than one percent asbestos by weight as a Hazardous Substance, and transport and dispose of this material in accordance with applicable Federal and state regulations, the requirements and restrictions of the Contract Documents, and all applicable provisions of any Stormwater and Erosion Control Plan, Dust Control Plan, Soil Importation Plan, and Health and Safety Plan prepared by Owner and approved by all applicable governmental agencies which address the issue of naturally occurring asbestos.

#### **5. ARCHAEOLOGICAL RESOURCES**

##### **5.A. Discovery During Construction.**

Subcontractor and all lower tier subcontractors are advised of the likelihood of encountering archaeological resources at the Project Site during construction of the Horizontal Improvements. Subcontractor and all lower tier subcontractors shall comply with any plan for addressing archaeological resources located at the Project Site prepared by Owner and approved by all applicable governmental agencies. Subcontractor and all lower tier subcontractors will comply with all requirements and directions of Owner, Contractor, their respective designated representatives and consultants, and any governmental agency if archaeological resources are located in areas in which the Work is being performed, including, without limitation, any requirement immediately to suspend all Work at the Project Site pending clearance to resume Work from Owner, Contractor, and applicable governmental agencies.

#### **6. GENERAL ENVIRONMENTAL MITIGATION MEASURES**

Subcontractor and all lower tier subcontractors shall comply with: (i) all provisions of the Plan for Environmental Investigation and Remediation prepared by Owner and approved by all applicable governmental agencies, as well as all implementing ordinances adopted by the City and any further agreements executed by Owner and any other party with respect to such Plan or ordinances; and (ii) any Soil and Groundwater Management Plan prepared by Owner and approved by all applicable governmental agencies.



**SECTION 01505  
MOBILIZATION**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES:**

1. The portion of the Work under this Bid Item consists of preparatory work including, but not limited to, work necessary for the mobilizing and furnishing at the site, equipment, materials, supplies and incidentals; for the establishment of all offices, buildings and other temporary facilities necessary for work on the project; cost for pre-paid bonds and insurances; and for all other work and operations which must be performed or costs incurred to begin work on the various Bid Items at the project site. Compensation for mobilization includes, but is not limited to, the following principal items:
  1. Permits: Refer to the Supplementary Conditions and Section 01010, "Summary of Work."
  2. Moving onto the Project Site of all the Contractor's equipment required for operations, and moving equipment from hole to hole.
  3. Installing Construction Facilities & Temporary Controls as specified in Section 01515.
  4. Obtaining and paying for all required insurances.
  5. Having the Contractor's Superintendent at the Project Site full time, whenever construction is in progress.
  6. Submitting preconstruction submittals, including Construction Schedule as specified in Section 01310, "Progress Schedules".
  7. Preparation of Site-Specific Health and Safety Plan required by Section 00820, "Health and Safety Plan."
  8. Conducting the pre-construction property survey required by Section 01540.
  9. Submitting a Schedule of Values in accordance with Section 01025, Measurement and Payment within 7 calendar days of receipt of the NTP.
  10. Providing and installing/removal of pumping equipment and discharge lines.
  11. Submitting "Construction Noise Control Plan" as described in Section 00813A.
- B. The Contractor is alerted to the condition that the maximum amount to be listed for mobilization Work of this Section under the Bid Item - "Mobilization / Demobilization" shall not exceed five percent (5%) of the Total Bid Price, excluding all bid items for Allowance work, and the Mobilization / Demobilization bid item itself.

**1.2 RELATED SECTIONS**

- A. Section 00820 - Health and Safety Plan
- B. Section 01025 - Measurement and Payment
- C. Section 01300 - Submittals
- D. Section 01590 - Project Signs, Field Offices and Sheds

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.3 PAYMENT PROCEDURES

- A. The Bid Item “Mobilization / Demobilization” will be paid as a Lump Sum payment over the course of the project, based on the percent of completion of the work.

<u>Percentage of Project Completion</u>	<u>Percentage of Mobilization Bid Item for Payment</u>
At 5% of Completion	25% of Bid Item
At 10% of Completion	25% of Bid Item
At 25% of Completion	25% of Bid Item
At 50% of Completion	25% of Bid Item

- B. Any extension of the contract time that may be granted will not of itself constitute grounds for a claim for additional payment under the Bid Item “Mobilization”.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

**END OF SECTION**

**SECTION 01515**  
**CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. The work under this Section includes but not limited to:
  - 1. Provide and maintain construction facilities and temporary controls as required to perform the Work; relocate as required by the progress of the Work. Construction facility location shall be designated and approved by Owner.
  - 2. Unless otherwise required by Owner, materials for construction facilities and temporary controls may be new or used, and shall be suitable for the purposes intended.
  - 3. Materials, installation and maintenance of construction facilities and temporary controls shall be in compliance with applicable regulatory requirements.
  - 4. Maintain construction facilities in sound, neat and clean condition. Remove any graffiti and repair any vandalism to satisfaction of Owner.
  - 5. Remove construction facilities and controls within 10 work days, including associated utilities and equipment, when their use is no longer required.

**1.2 CONSTRUCTION FACILITIES & TEMPORARY CONTROLS:**

- A. Section includes but is not limited to:
  - 1. Construction Personnel Identification
  - 2. The Contractor's Facilities
  - 3. Temporary Water Service
  - 4. Surface Water Control
  - 5. Temporary Sanitary Facilities
  - 6. Placement of Barricades
  - 7. Accessible Path of Travel (Public Thoroughfare)
  - 8. Maintenance of the Work Area and Debris Control
  - 9. Hazardous Materials Used in the Work
  - 10. Sewer Pollution Control
  - 11. Air Pollution Control
  - 12. Dust Control and Air Pollution Control Plan (APCP)
  - 13. Noise Control
  - 14. Vibration Control
  - 15. Fire Prevention
  - 16. Parking Restrictions
  - 17. Restoration
  - 18. Operation Hours of Temporary Controls
  - 19. Temporary Electricity
  - 20. Temporary Lighting
  - 21. Telephone Service
  - 22. Temporary Enclosures
  - 23. Security Fencing
  - 24. Site Security

## Hillpoint Regional Park/ Coleman Bluff Path Construction Project

- B. Related Sections:
  - 1. Section 00813A - Noise Compliance Certification
  - 2. Section 01540 - Protection of Property.
  - 3. Section 01700 - Contract Closeout.

### 1.3 REFERENCES

- A. References Include:
  - 1. Ordinance # 175-91, Article 21, Section 1100 to 1107 of the San Francisco Municipal Code (Public Works Code).
  - 2. San Francisco Department of Public Works "Guidelines for the Placement of Barricades at Construction Sites" (DPW Order No. 167,840).
  - 3. Chapter 44 of the San Francisco Building Code.
  - 4. The California Building Code (Title 24, Part 2, Accessibility Standards), and the Americans with Disabilities Act.
  - 5. The Dust Control Order No.171, 378 of the Regulation for Excavating and Restoring Streets in San Francisco.
  - 6. San Francisco Noise Control Ordinance (Article 29 of the San Francisco Police Code, Ordinance # 274-72).
  - 7. The Final Regulation Order of the California Code of Regulations (CCR) Title 17, Public Health, Section 93105, on Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations (<http://www.arb.ca.gov/toxics/atcm/asb2atcm.htm>).

### 1.4 SUBMITTALS

- A. The Contractor shall submit plans for the categories listed in Section 1.4 B, which conform to all applicable Federal, State and local laws, regulations and ordinances. The plans are to be submitted for review by Owner at least five (5) working days before any impacted work activities begin, and no later than eighteen (18) calendar days after the Notice to Proceed.
- B. Submit each the following as separate submittals, and as per specification:
  - 1. Staging, Access and Parking Plan as per Articles 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.10, 3.17, 3.20, 3.21, 3.22, 3.23, 3.24 in the Section
  - 2. Air Pollution Control Plan (APCP) as per Article 3.12 in this Section.
  - 3. Noise Control Plan (NCP) as per Article 3.14 in this Section.
  - 5. Vibration Control Plan (VCP) as per Article 3.15 in this Section.
- C. On approval of the submitted plans, and in addition to five (5) hard copies, the Contractor shall provide one (1) copies of each plan on a Compact Disc (CD) with a case, in the Microsoft Word format.

### 1.5 CONSTRUCTION PERSONNEL IDENTIFICATION.

- A. All of the Contractor's and subcontractors' vehicles shall display the company name and state the Contractor's license number or have a designation identifying company owned vehicles that is acceptable to Owner.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.6 THE CONTRACTOR'S FACILITIES

- C. Locations of sanitary facilities, storage areas, parking, and the other Contractor facilities shall be subject to the prior approval of Owner.
- D. Construction equipment shall be parked and staged on the Project Site, and staging areas shall be screened from view at street level. Workers shall be prohibited from parking their vehicles on the street. Vehicles shall be kept clean and free of mud and dust before leaving the Project Site. Each day, the Contractor shall be required to sweep surrounding streets used for construction access and to maintain them free of dirt and debris.

1.7 TEMPORARY WATER SERVICE

- A. Potable Water:
  - 1. If required for the performance of the Work, the Contractor will coordinate with Owner to determine how to obtain potable water.
  - 2. Water may be available from fire hydrants located in the streets. The Contractor shall obtain permission from and fill out an application to use water from a hydrant with the City Water Department at (415) 551-4774. The Contractor shall pay the costs of permit fees, connection fees, meters, and all water usage furnished by the City Water Department under the water service account established above. Owner will not reimburse these costs.
  - 3. If water is supplied by Owner, Owner and the Contractor shall agree on the price of the water supplied prior to use. The Contractor shall supply a water meter at each connection point. Owner will read the meter monthly, calculate water costs, and subtract such costs from the Contractor's Progress Payment request.
- B. The Contractor is advised that Ordinance # 175-91, Article 21, Section 1100 to 1107 of the San Francisco Municipal Code (Public Works Code), restricts the use of potable water for soil compaction or dust control activities, to the extent not directly in conflict with any applicable federal, state and local law.
  - 1. In consideration for potential health concerns, an exemption may be allowed for the use of potable water for soil compaction or dust control activities when human contact and exposure exists. Such exemption will be considered and may be granted on a case-by-case basis.
  - 2. Should the Contractor seek to use potable water for soil compaction or dust control activities, the Contractor, shall apply for, and obtain an exemption pursuant to Ordinance #175-91, Article 21, prior to its use. The application for such use of potable water is to be sent to the Department of Public Health, Bureau of Environmental Health Services, 1390 Market St, Suite 210 San Francisco, CA 94102. Pursuant to Ordinance #175-91, Article 21, the General Manager of the Water Department may grant permission for such use.
- C. Reclaimed Water: The Contractor shall fill out an application with the Southeast Water Pollution Control Plant (SEWPCP) to obtain reclaimed water for dust control. Reclaimed water, if available, is available at no cost to the Contractor at the SEWPCP from 8:00 A.M. to 5:00 P.M. on weekdays and Saturdays.
  - 1. Arrangements can be made for access to reclaimed water at other times.
  - 2. A permit is required to obtain reclaimed water from the City. Contact the Watch 6 Chief at (415) 648-6882 x1378 at least three (3) days prior to the date that

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

reclaimed water is required. Processing the application for reclaimed water may take longer than three days if its use is for other than dust control.

3. At its cost, the Contractor is responsible for the handling and transportation of reclaimed water, as well as any permits and discharge fees.

- D. The Contractor shall provide and maintain distribution piping, water tankers, hoses, and all appurtenances necessary to supply water at the job site. The Contractor shall bury all pipe that crosses traveled roadways beneath the roadway. Use hose or ramp over temporary piping on roadway surfaces.

1.8 SURFACE WATER CONTROL

- A. The Contractor shall provide methods to control surface water to prevent damage to the Work, and adjoining public and private property.
- B. The Contractor shall direct surface drainage away from crosswalks, sidewalks, excavations and construction areas. Direct drainage to storm drains as permitted. Prevent silt runoff to public roadways by installing sandbags or other controlled measures as specified in the Project SWPPP.
- C. The Contractor shall provide, operate and maintain pumping equipment of adequate capacity to control water to protect public and private property and allow the Work to proceed as scheduled.
- D. The SWPPP requires the Contractor to provide a means to vacuum slurry, generated from saw cutting operations, thereby preventing it from going in to the storm drain.

1.9 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide and maintain required toilet facilities and enclosures for all the Contractors' personnel. The location of facilities shall to be approved by Owner.
- B. The Contractor shall clean sanitary facilities on a regular basis to maintain clean facilities at all times.

1.10 PLACEMENT OF BARRICADES

- A. The Contractor shall take all necessary precautions to isolate and protect the public from hazardous conditions by using protective barricades during construction and with warning lights during darkness.
- B. The Contractor shall provide barriers as needed to prevent unsafe entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- C. The Contractor shall comply with the requirements of the San Francisco Department of Public Works "Guidelines for the Placement of Barricades at Construction Sites" (DPW Order No. 167,840).

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.11 ACCESSIBLE PATH OF TRAVEL (PUBLIC THOROUGHFARE)

- A. Except as indicated or otherwise approved by Owner; the Contractor's construction operations shall not occupy public sidewalks except where pedestrian protection is provided in accordance with the requirements of Chapter 44 of the San Francisco Building Code and the regulations of public authorities having jurisdiction. In no event, shall the Contractor place materials or equipment in the path of travel.
- B. When work is to be performed over an active public thoroughfare (path of travel) such as a sidewalk, the Contractor shall close the thoroughfare if possible, or take other precautions such as installing screens or barricades.
  - 1. When exposure to heavy falling objects may exist, the Contractor shall provide special protection of the type detailed in 29 CFR 1910/1926 and as required by Cal/OSHA.
  - 2. The Contractor shall provide temporary fencing, barricades, or other barriers with a solid continuous bottom rail such as 2x4's or other material of high contrast attached to its base. The purpose of this is to direct visually impaired and/or disabled pedestrians to and through a path for temporary travel through the construction area and to protect them from obstacles and hazards.
  - 3. The Contractor shall provide proper barricades and temporary curb ramps (max 1:12 slope) at all closed crosswalks and curb ramps.
  - 4. The Contractor shall provide 45-degree beveled smooth, non-tripping transitions at all path-of-travel height changes that are equal or more than 1/4-inch in height.
- C. The Contractor shall maintain at least one accessible travel path for persons with disabilities and pedestrians around the construction site that conforms to the requirements of federal, state, and local laws, including the California Building Code (Title 24, Part 2, Accessibility Standards), and the Americans with Disabilities Act. The Contractor shall remove debris and other construction material from pedestrian walkways.
- D. The Contractor shall not store, stockpile, or place any equipment, materials, or supplies in public or Navy controlled streets and sidewalks without obtaining prior written approval from Owner.

1.12 MAINTENANCE OF THE WORK AREA AND DEBRIS CONTROL

- A. The Contractor shall maintain work areas under its control and adjacent public or Navy controlled streets in a safe condition, and remove all accumulations of debris and surplus materials at the end of each working day. The Contractor shall restore it to its original condition that existed prior to the start of work. At completion of the Contract, the Contractor shall leave such areas in a clean and orderly fashion.
- B. The Contractor shall control the accumulation of waste materials and debris; collect waste from construction areas and the Project site, daily. The Contractor shall also:
  - 1. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.
  - 2. Maintain work areas and adjacent areas free of dust and other contaminants during construction.
  - 3. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of these types of materials in a lawful manner.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

4. Maintain the Project Site and all adjacent public and Navy controlled areas in a clean and orderly condition. Maintain the Project Site, equipment, fences and signs free of graffiti. Remove all graffiti daily, using methods which cause no damage to the work and existing facilities.
  5. Sweep all pedestrian walkways and dispose of debris around the Project Site perimeter on a daily basis, and as often as determined by Owner.
  6. Keep all debris, hazardous/contaminated material, surplus concrete and excavated materials, etc., off the roadway, sidewalks, storm drains, and sewers at all times in all areas under the Contractor's control and adjacent public or Navy controlled streets.
  7. Remove trash (waste oil, oil rags, etc.) and debris from the Project Site at frequent intervals or as directed by Owner, so that its presence will not delay the progress of the work or cause a nuisance.
  8. Ensure that materials to be used for construction are stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition.
  9. Provide and maintain proper storage with secondary containment for lubrication oil, hydraulic fluids, waste oils, fuels, solvents and other hazardous or toxic materials and wastes.
  10. Oversee all cleaning of areas by trades using them and ensure that resulting accumulations are deposited in appropriate containers.
  11. Burying or burning of trash and debris on the Project Site is not permitted.
  12. Removed materials, trash, debris shall become the property of the Contractor and shall be removed from the Project Site and disposed of in a legal manner.
- C. The Contractor shall initiate and maintain a specific daily program to prevent the accumulation of debris at the Project Site, storage, and parking areas, and along streets, roads and haul routes. The Contractor shall:
1. Provide containers for the deposit of debris.
  2. Prohibit overloading of trucks to prevent spillage.
  3. Inspect traffic areas and haul routes to enforce requirements.
- D. Immediately remove materials deposited outside of approved storage areas.
- E. On a daily basis, the Contractor shall remove all debris from all areas, including haul routes, caused directly or indirectly by the Contractor's operations.

1.13 HAZARDOUS MATERIALS USED IN THE WORK

- A. The Contractor shall minimize the use of hazardous materials in performing the Work. Where materials, which contain hazardous substances or mixtures, are used to perform the Work, then material usage shall be:
1. In strict adherence to Cal/OSHA's safety requirements
  2. The manufacturer's warnings and application instructions listed on the Material Safety Data Sheet (MSDS) provided by the product manufacturer and
  3. The instructions on the product container label.
- B. The Contractor is responsible for coordinating the exchange of MSDS or other hazard communication information between Owner, its employees and subcontractors at the Project Site as per federal, state and local regulations.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- C. The Contractor shall notify Owner when a specific product or equipment, or their intended usage, may be unsafe prior to ordering the product or equipment or prior to the product or equipment being incorporated in the work. Known carcinogenic materials in any form or application shall not be used in the performance of this Work.
- D. Should hazardous substances be used, the Contractor shall provide Owner with its information, and clearly indicating:
  - 1. Area or areas where the hazardous substances are to be stored and to be used.
  - 2. The Contractor's preventative measures, means, and facilities to prevent spillage and contamination of soil, water and atmosphere by the discharge of noxious substance.
- E. Owner is not responsible for any such material brought to the site by the Contractor, subcontractor, suppliers, or anyone else for whom the Contractor is responsible.
- F. The Contractor shall obtain, pay, and keep current a hazardous materials certificate of registration and implement the hazardous materials plan submitted with the registration application, as per Articles 21, 21A, and 22 of the San Francisco Public Health Code. Contact the SFDPH/HMUPA at (415) 252-3900. The hazardous materials certificate of registration shall at minimum include:
  - 1. A chemical inventory
  - 2. An emergency response plan
  - 3. A training program for employees in safety procedures in the event of a release or a threatened release of hazardous materials.
  - 4. A site map showing where the hazardous materials are located.
- G. The Contractor shall obtain, pay for, and keep current a flammable/combustible material storage permit from San Francisco Fire Department.
- H. The Contractor shall not use any building materials that contain Asbestos Containing Construction Materials (ACCM). ACCM is defined by Cal/OSHA, and 8 CCR 1529 (q) and (r), as any manufactured construction material that contains more than one-tenth of one percent (0.1%) asbestos by weight.
- I. The Contractor shall not use any building materials that contain lead-based paint (LBP). LBP is defined by Title 17, CCR, Division 1, Chapter 8, Section 35033, as paint or other surface coatings that contain an amount of lead equal to, or in excess of one milligram per square centimeter (1.0 mg/cm<sup>2</sup>) or more than half of one percent (0.5%) by weight.
- J. Should tests of the material results in a concentration above those mentioned above for asbestos and lead, the Contractor shall be responsible and liable for the damages and cost incurred by Owner to mitigate the impacts, and for the cost of the removal, abatement, and replacement of such building material.

1.14 SEWER POLLUTION CONTROL

- A. The Contractor shall not dispose of construction material, concrete, debris, sediments, wastes, effluent, chemicals, or other such substances into catch basins, manholes, storm drains, and sanitary sewers. Section 123 of Article 4.1 of the Public Works Code prohibits the discharge of solids into a public sewerage system.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. The washing out of concrete trucks into the sewerage system or into the excavation is not permitted.
- C. The Contractor shall control sewage and contain it within covered conduits. The Contractor shall dispose of sewage properly.

1.15 AIR POLLUTION CONTROL

- A. The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the California Government Code.
- B. The Contractor, in the absence of any applicable air pollution control rules, regulations, ordinance, or statutes governing solvents, all solvents, including but not limited to the solvent portion of paints, thinners, curing compounds, and liquid asphalt used on the project, shall comply with the applicable material requirements of the Bay Area Air Quality Management District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.
- C. The Contractor shall implement the specific air pollution controls to reduce exhaust emissions of particulate matter and other pollutants from construction and related equipment, to a less significant level, by:
  - 1. Preventing the accumulation of toxic concentrations of chemicals.
  - 2. Preventing harmful or obnoxious dispersal of pollutants into the atmosphere.
  - 3. Limiting vehicle speed limit on unpaved roads to 15 mph.
  - 4. Prohibiting idling motors when equipment is not in use or when trucks are waiting in queues. The idling time of all construction equipment used at the site shall not exceed five (5) minutes.
  - 5. Limit the hours of operation of heavy-duty equipment and/or amount of equipment in use to what is needed.
  - 6. All equipment shall be properly tuned and maintained in accordance with the manufacturer's specifications.
  - 7. When feasible, alternative fuel or electrical construction equipment shall be used at the project site.
  - 8. Use the minimum practical engine size for construction equipment.
  - 9. Gasoline-powered equipment shall be equipped with catalytic converters, where feasible.
  - 10. Implement specific maintenance programs to reduce emissions from equipment that would be in frequent use for much of the demolition and construction periods.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.16 DUST CONTROL AND AIR POLLUTION CONTROL PLAN (APCP)

- A. Prior to beginning work at the Project Site, and before commencement of soil moving activities, Owner will obtain the required permit from the BAAQMD. The Contractor shall submit an Air Pollution Control Plan (APCP) to Owner, for approval. APCP is the Contractor's preventive program to minimize potential public health impacts associated with visible dust emissions, respirable nuisance dust (PM10) and air quality pollutants. The APCP shall include the following, and the provisions Article 1.16 of this Section:
- Measures to minimize visible dust emissions.
  - Product description and MSDS of the chemical to be used to amend the water used for misting.
  - Methods to prevent the accumulation of dirt or mud on adjacent streets.
  - Watering resources to be used to provide continuous water misting during dust generating activities.
  - Description of wheel washers or other engineering controls to be used to wash off tires, tracks and spoils trucks before they re-enter public streets. Vehicles and equipment wash down facilities shall be designed to be accessible and functional during both dry and wet conditions
  - Sample form to log wet sweeper schedule for daily cleaning of streets, and sidewalks, during excavation and dirt moving activities.
  - Additional engineering controls or other mitigation control measures to be implemented if air quality project action levels are exceeded.
  - Copies of service records that construction equipment has been tuned and maintained in accordance with the manufacturer's specifications
  - Mitigation and engineering controls to be used to prevent excessive emissions of diesel exhaust fumes.
  - Administrative and engineering controls in the event the AAQPAL (defined below) criteria are exceeded.

- B. Ambient Air Quality Project Action Levels (AAQPAL): As per the final baseline report: ambient air quality, the Contractor in his/her construction activity shall not exceed the following site specific project action levels for airborne contaminants (dual units not applicable, as these are field and monitoring instrument measurements):

Total Particulate	0.32 mg/m3
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Respirable Particulate (PM10)	0.25 mg/m3
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Lead Dust	0.75 mg/m3
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Owner may monitor air quality as part of the environmental monitoring process. The Contractor shall implement more stringent air pollution and dust controls as directed by Owner if Ambient Air Quality Project Action Levels are exceeded.

- C. The Contractor shall practice care during construction to minimize dust generation. The Contractor shall furnish all labor, equipment and means required to carry out effective measures whenever and as often as necessary to prevent its operation from producing dust in amounts damaging to property or cultivated vegetation, or causing a nuisance to local residents. The Contractor is responsible for any damage resulting from dust originating from its operations.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- D. The Contractor shall observe and adhere strictly to all of the following specific dust control measures so as to achieve a goal of “NO VISIBLE DUST EMISSIONS.” This means that the Contractor shall not emit particles from any operation in sufficient number to cause annoyance to any other person, which particles are large enough to be visible as individual particles at the emission point or of such size and nature as to be visible individually as incandescent particles (BAAQMD Regulation 6-305, Particulate Matter and Visible Emissions, (<http://www.baaqmd.gov/regs/rg0600.pdf>)). In addition, the Contractor shall:
1. Treat water for dust control with a biodegradable, non-polluting, non-toxic chemical dust suppressant, and stabilizer. The water so treated becomes “amended” water. As part of the APCP, include the MSDS and other related information on the dust control chemical(s) used.
  2. Provide continuous water misting using as fine a spray or mist as possible in any area of land clearing, earth movement, excavation, drillings and other dust generating activity. Water all active construction areas, at least three times per shift per day.
  3. Install wheel washer and clean all trucks and equipment leaving the construction site. If wheel washers cannot be installed, tires, tracks and spoils trucks shall be washed off before they re-enter public streets to minimize deposition of dust-causing materials.
  4. Minimize the amount of excavated material or waste materials stored at the site.
  5. Wet down areas around soil improvement operations, visibly dry disturbed soil surface areas, and visibly dry disturbed unpaved driveways, at least three times per shift per day. Pave all unpaved access roads, parking areas, and staging areas at the construction site; otherwise, apply water or non-toxic soil stabilizers to all unpaved access roads.
  6. During all excavation and dirt moving activities, wet sweep/vacuum the streets, sidewalks, paths, and intersections where work is in progress at least three times per shift per day; once at the end of the shift or as directed by Owner.
  7. For wet sweeping use a vacuum sweeper vehicle with sufficient suction to ensure that the vehicle does not blow dust towards neighboring businesses or residences. Owner will evaluate the effectiveness of the Contractor’s vacuum sweeper vehicle and, if necessary, will require the Contractor to provide a more powerful and effective vehicle.
  8. Use reclaimed water for dust control as described in City Ordinance # 175-91, Article 21, Section 1100 to 1107 of the San Francisco Municipal Code (Public Works Code).
  9. Use dust enclosures, curtains, and dust collectors as necessary to control dust in the excavation area.
  10. Place on, and cover any stockpile of excavated materials, backfill material, import material, gravel, sand, road base with a 10 mils (0.01 inch) polyethylene plastic or equivalent tarp and braced down. Maintain this cover throughout its use.
  11. Load haul trucks carrying excavated material and other non-excavated material so that the material does not extend above the walls or back of the truck bed. Tightly cover all trucks hauling soil, and any other loose materials with tarpaulins or other effective covers before the haul trucks leave the loading area. Wet loads before covering, if directed by Owner.
  12. Install dust curtains, plastic tarps, windbreaks or plant tree windbreaks on windward and downwind sides of construction areas, as necessary.



Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

13. Vehicles entering or exiting construction areas shall travel at a speed, which minimizes dust emissions. This speed shall be no more than 15 mph.
  14. Hydro-seed or apply non-toxic soil stabilizers to inactive construction areas, including previously graded areas that are inactive for at least ten (10) calendar days.
  15. Terminate excavation and grading activities when wind speeds exceed 25 mph.
  16. Limit the area subject to excavation, grading, and other construction activities at any one time.
  17. At minimum, comply with:
    - a. The requirements of the California Air Resource Board and the Bay Area Air Quality Management District (BAAQMD) Regulation 6 (for particulate matter and visible emissions, <http://www.baaqmd.gov/regs/rg0600.pdf>); Regulation 7 (Odorous Substances); and Regulation 11 (Hazardous Pollutants, <http://www.baaqmd.gov/regs/rulereg.htm>).
    - b. The California Health and Safety Code, Division 26 (Air Resources), Chapter 3 (Emission Limitations) Section 41700 (Prohibited Conduct), Section 41701.5 (Diesel pile driving hammers) and related regulations.
    - c. The Dust Control Order No.171, 378 of the Regulation for Excavating and Restoring Streets in San Francisco, issued by The Department of Public Works, Bureau of Street-use and Mapping.
- E. The Contractor is responsible and shall pay for cleanup of any spillage (including clean soils) on public or Navy controlled streets, directly or indirectly caused by actions of employees of the Contractor or its subcontractors.
- F. If the Contractor fails to provide adequate dust and other air pollutant control as determined by Owner, Owner reserves the right to have the necessary work performed by others and to deduct or withhold all monies required therefore.

1.17 NOISE CONTROL

- A. San Francisco Noise Control Ordinance (Article 29 of the San Francisco Police Code, Ordinance # 274-72):
1. The Work is subject to requirements of City, Article 29 of the Police Code, including Ordinance #274-72, and Regulation of Noise the “San Francisco Noise Ordinance”.
  2. The San Francisco Noise Ordinance includes (but is not limited to) regulations on Ambient Noise, Non Stationary Sources, Fixed Source, Zoning Districts, Noise Level Measurements, Construction Equipment, Construction Work at Night, Enforcement and Violations.
  3. The maximum noise level from any powered construction equipment shall not be greater than 80dBA at 100 feet. This translates to 86dBA at 50 feet (dual units not applicable, as these are specific field and instrument measurements).
  4. Pay all fines for violations pertaining to the San Francisco Noise Ordinance, at no cost to Owner
- B. The Contractor shall conduct all operations, use appropriate construction methods and equipment in accordance with the San Francisco Noise Ordinance. Furnish and install acoustical barriers as necessary so that noise emanating from any equipment shall not

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

exceed noise levels of the criteria specified in the San Francisco Noise Ordinance. At minimum, the Contractor shall:

1. Prior to the start of work, submit to Owner, a Noise Control Plan (NCP), Reference to Section 00813A, to mitigate the construction noise impacts and to comply with the noise criteria specified herein. The NCP shall include but not be limited to:
    - a. The method(s) used by the Contractor to ensure that its equipment noise does not exceed the requirements of the San Francisco Noise Ordinance.
    - b. The equipment with attenuation devices to be used
    - c. Administrative and engineering controls in the event noise exceeds the noise criteria, pursuant to the San Francisco Noise Ordinance
    - d. Acoustical treatments employed.
  2. Provide equipment and trucks used for project construction equipped with the best available noise control techniques to minimize construction noise impacts. Prior to construction, ensure that its equipment noise does not exceed the requirements of the San Francisco Noise Ordinance.
  3. Muffle and shield intakes and exhausts, shroud or shield impact tools, and use electric-powered rather than diesel-powered construction equipment, as feasible, so that noise will not exceed limits stated in the San Francisco Noise Ordinance.
  4. Enclose equipment such as large compressors, generators, and large de-watering pumps at a minimum in one-inch-thickness plywood sheds.
  5. Provide and use acoustically attenuating shields to limit the noise level created by work performed between 8 p.m. and 7 a.m. to no more than the allowable ambient noise level plus 5 dBA at the nearest property line.
  6. Impact tools must be equipped with intake and exhaust mufflers. Pavement breakers and jackhammers must be equipped with acoustically attenuating shield or shrouds.
  7. Perform construction in a manner that maintains noise levels below specific limits, for noise sensitive land uses.
  8. Select haul routes that minimize intrusion to residential areas.
  9. Select construction processes and techniques that create the lowest noise levels.
  10. Minimize construction activities during evening, nighttime, weekend and holiday periods. A variance should be requested from the San Francisco Noise Ordinance if construction noise between 8 PM and 7 AM is in excess of ambient plus 5 dBA.
  11. Apply for a City noise permit at least three (3) working days in advance of night (between 8:00 PM and 7:00 AM), weekend and holiday work. The requirements of the Contract Documents, including safety requirements, shall apply for all night, weekend and holiday work to be performed. Refer to Special Provisions SP-8 for definition of work hours for this contract.
- C. Owner may monitor construction noise as part of the environmental monitoring process. When noise levels exceed the noise limits pursuant to the San Francisco Noise Ordinance, the Contractor shall place restrictions on construction operations to further limit the noise as directed by Owner. (“Good Neighbor Clause”)

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.18 VIBRATION CONTROL

- A. Prior to beginning work at the site, the Contractor shall submit a Vibration Control Plan (VCP). The VCP shall include:
  - 1. A schedule indicating the dates that the Contractor anticipates sustained or intermittent vibration to occur
  - 2. How the Contractor plans to mitigate construction vibration impacts
  - 3. Methods of demolition, excavation and track way installation.
  - 4. Vibration processes that might cause potential for vibration concerns like blasting, pile driving, demolition, use of jackhammers and hoe rams, and the use of tracked vehicles close to buildings.
- B. Construction vibration may be monitored at the construction site and adjoining buildings by Owner.
- C. Vibration Project Action Levels (VPAL): Limit vibration to 72vdB. The VPAL shall not exceed:
  - 1. 0.03 inches per second, peak particle velocity (in/sec ppv) at all times for limited sustained (more than three hours aggregate occurrences in a workday) vibration, or
  - 2. 0.10 in/sec ppv for infrequent (more than five seconds) vibration limits.
- D. Owner requires the Contractor to suspend operations that cause excessive vibrations or exceed the above VPAL. The Contractor shall have to implement better engineering or mitigation controls when:
  - 1. Vibration exceeds the above-specified VPAL limits.
  - 2. The Contractor fails to comply with vibration mitigation controls specified herein, or fails to follow his/her own VCP.
  - 3. Damage or disturbance to adjoining property or occupants has been reported.
  - 4. Neither resume operations before correcting conditions that cause excessive vibration nor be entitled to additional compensation or extension of contract time for suspended operations because of its failure to perform vibration controls as specified.
- E. The Contractor shall implement the specific mitigation controls to reduce vibration from construction – related equipment to a less significant level by:
  - 1. Limiting the use of construction techniques that create high vibration levels. Pile driving will be prohibited at distances less than 250 feet from residences. If piles must be set near residential areas, the Contractor is required to use pre-drilled piles or other measures that minimize the impact of pile driving.
  - 2. The Contractor shall use alternative procedures in vibration sensitive areas by using techniques with lower vibration levels. For example, use of a cast-in-drill hole piling method instead of a non-restrictive pile driving method.
  - 3. The Contractor shall restrict the hours of vibration intensive activities such as pile driving, to weekdays during daytime hours.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.19 FIRE PREVENTION

- A. The Contractor shall take all necessary precautions to prevent fires while performing the Work.
- B. The Contractor shall be responsible for all damage from fire caused directly or indirectly by the Contractor's own activities or those of the Contractor's employees or Subcontractors.
- C. The Contractor shall provide spark arresters for all internal combustion engines employed at the site.
- D. The Contractor shall maintain temporary fire protection equipment in accordance with Cal/OSHA including but not limited to:
  - 1. Portable fire extinguishers within 10 feet of welding and cutting operations.
  - 2. Portable fire extinguishers within 10 feet of locations where flammable or combustible liquids are stored.
- E. The Contractor shall perform all work in compliance with City and State fire safety laws and regulations.

1.20 PARKING RESTRICTIONS

- A. Employees of the Contractor, subcontractors, and suppliers shall not park their vehicles outside of the Project Site when they are currently working and where public access is prohibited. The Contractor shall provide parking for their employees at a site which will not impact local public parking and transport employees between the parking area and the Project Site.

1.21 RESTORATION

- A. The Contractor shall completely remove temporary facilities when their use is no longer required, unless otherwise specified.
- B. The Contractor shall clean and repair damage caused by temporary installation or the temporary use of facilities. The Contractor shall restore permanent facilities used temporarily to its original condition, unless otherwise specified.

1.22 OPERATION HOURS FOR TEMPORARY CONTROLS

- A. The Contractor shall provide and maintain temporary pumping, piping, power, lighting, controls, instrumentation, alarms, security devices, and all required safety devices on a 24-hour basis whenever the Contractor's operations impact the existing pumping, piping, power, lighting, controls, instrumentation, alarms, security devices, and all required safety devices.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.23 TEMPORARY ELECTRICITY

- A. The Contractor shall provide and pay for electrical service and weatherproof, grounded distribution system of sufficient size, capacity, and power characteristics during the construction period.

1.24 TEMPORARY LIGHTING

- A. The Contractor shall provide and maintain lighting for construction operations, including power to distribution boxes. Required illumination may be provided by approved cord sets with lamp guards.

1.25 TELEPHONE SERVICE

- A. The Contractor shall provide, maintain and pay for telephone service to the Contractor's field office from the time of project mobilization.

1.26 TEMPORARY ENCLOSURES

- A. The Contractor shall provide temporary enclosure as necessary, for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.

1.27 SECURITY FENCING

- A. The Contractor shall furnish (buy) and install portable chain link fence including two (2) 20' gate openings. The Owner will determine the location of the gates.
- B. The portable chain link fence shall be new and will remain in place once the Contractor has completed their Scope of Work. Any damage to the fence shall be repaired/replaced prior to the Owner taking possession of the fence.
- C. Portable Chain-Link Fencing: Minimum 2-inch), 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts. Screening fabric shall be attached. The posts at gates shall be in-ground concrete footings.

1.28 SITE SECURITY

- A. The Contractor shall be responsible for protection of their property on the Project Site and may, at its own discretion and cost, provide Project Site security measures that it determines necessary.

**END OF SECTION**



**SECTION 01540  
PROTECTION OF PROPERTY**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES BUT IS NOT LIMITED TO:**

- A. Safeguarding of Existing Facilities
- B. Items Contractor shall protect

**1.2 RELATED SECTIONS**

- A. Section 01050 - Field Engineering
- B. Section 01515 - Construction Facilities & Temporary Controls

**1.3 EXISTING UTILITIES AND IMPROVEMENTS**

- A. Verify all utilities to be disconnected from each building prior to commencing work.
- B. If an unanticipated live utility is encountered within the area of Contractor's operations, notify the Owner immediately.

**1.4 SAFEGUARDING OF EXISTING FACILITIES**

- A. The Contractor shall perform all work in such a manner as to avoid damage to existing operational utilities. The Contractor will be held responsible for any damage due to its failure to exercise due care.
- B. Do not allow debris to enter the sewer system.
- C. Contractor shall use such methods and shall take adequate precautions to prevent damage to other existing structures and improvements during the prosecution of the work.

**1.5 EMERGENCY WORK**

- A. The Contractor shall at all times have adequate personnel, materials, and equipment at short notice to protect adjoining property, maintain or make emergency repairs. If during the progress of the contract, the Contractor's construction crews should be absent from the location of the work at a time when any failure or faulty condition of the Contractor's work required emergency action in the public interest, the Owner shall have the right to make repairs and corrections as required at the Contractor's expense.
- B. The Contractor shall furnish the Owner with names and telephone numbers of at least three (3) persons to contact in case of emergencies and these persons shall be authorized to perform such work as deemed necessary by the Owner.

**END OF SECTION**





**SECTION 01570**  
**TRAFFIC ROUTING WORK**

**PART I - GENERAL**

**1.1 WORK INCLUDED**

- A. The Contractor shall prepare a traffic control plan as required by the SFMTA or other regulatory agency for all phases of work.

**1.2 APPLICABLE STANDARDS**

- A. In addition to compliance with this specification, the Contractor shall comply with all applicable requirements of the latest editions of the following:
1. *California Vehicle Code.*
  2. *San Francisco Municipal Code*, Chapter XI- Traffic Code.
  3. Other Applicable Regulations.
  4. *Standard Specifications*, Department of Public Works, City and County of San Francisco.
  5. *Standard Specifications and Plans*, Department of Transportation, State of California (Caltrans Standard Specifications and Caltrans Standard Plans) except as modified herein.
  6. *Manual of Traffic Controls for Construction and Maintenance Work Zones*, Department of Transportation, State of California.
  7. *Regulations for Working in San Francisco Streets* ("Blue Book"), Department of Parking and Traffic, City and County of San Francisco.
  8. *Regulations for Excavating and Restoring Streets in San Francisco*, Department of Public Works, City and County of San Francisco.
  9. *Work Area Traffic Control Handbook*, BNI Books.

**1.3 SUBMITTALS**

- A. The Contractor shall make the following submittals and obtain written approval from the traffic engineer before starting any work in the streets:
1. Traffic Control Plans
  2. Storage and Parking Plan
  3. Sign Inventory Form

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Traffic Control Plans shall be prepared, signed and stamped by a professional engineer or a traffic engineer (registered in the State of California) with the assistance and input of the traffic supervisor and the Contractor's Superintendent in accordance with the Transportation and Disposal plan provided in Section 01500A. The Traffic Control Plan shall be reviewed and approved by SFMTA as required. All work required by the Approved Traffic Control Plan shall be performed at the Contractors expense.

Complete traffic control and detour plans shall be submitted and approved prior to any work beginning on Project Site.

No Change Orders shall be awarded due to the Contractor's failure to secure the appropriate traffic permits for the Work.

- C. Sign Inventory Form(s) is/are to be submitted by the Contractor as part of the Traffic Control Plan prior to the start of the Work. The Sign Inventory Form is included at the end of this Section. Sign Inventory Forms are required for each intersection corner or other location that includes any sign relocation, sign removal, pole or traffic signal work. Sign Inventory Forms shall accurately reflect all existing traffic control, street name, and other City signs at the required location(s).
- D. Storage and Parking Plans. The Contractor shall submit plans for materials storage and equipment parking, for each area of the work, along with the traffic control plans. For materials storage and equipment parking, the Contractor shall comply with the latest edition of the Regulations for Excavating and Restoring Streets in San Francisco, Department of Public Works, City and County of San Francisco.

Storage, stockpiling or placement shall not in any way obstruct any lane or passageway intended for vehicular or pedestrian traffic.

Storage, stockpiling, or placement of any equipment, materials or supplies within the area of any public street or alley, including the sidewalks thereof, will be allowed only with approved storage and parking plans by the traffic engineer.

If the engineer determines that such storage, stockpiling or placement causes a violation of the foregoing or of any law or order of any regulatory body having jurisdiction, the Contractor shall cease or modify the storage, stockpiling or placement as necessary to comply with the specifications, laws and orders.

## PART 2 – PRODUCTS

### 2.1 GENERAL

- A. All products used for Traffic Control shall be as required by the SFMTA's "Blue Book".

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The Contractor shall establish contact with the SFMTA prior to commencement of the Work to ensure that it has secured all the necessary permits for the Work.

**END OF SECTION**

**SECTION 01575**  
**TEMPORARY PAVEMENT MARKINGS**

**PART I - GENERAL**

**1.1 TEMPORARY PAVEMENT MARKINGS**

Temporary traffic delineation and pavement markings (lane lines, STOP Bars, etc.) as needed shall be furnished, installed, maintained and removed by the Contractor. The Contractor shall furnish and install temporary pavement markings according to the Pavement Delineation & Signage drawings. The location of the temporary pavement lane lines shall be within 3 inches (7.5 cm) of the lines shown on the existing striping drawings.

**A. GENERAL**

Whenever the Work causes obliteration of pavement markings (after removing the existing markings, grinding, paving, etc.), temporary pavement markings delineation shall be in place prior to opening the roadway to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement markings shall be performed by the Contractor. When temporary pavement markings are required to be removed, all lines and marks used to establish the alignment of the temporary pavement markings shall be removed.

Surfaces to receive temporary pavement markings shall be dry and free of dirt and loose material. Temporary pavement markings shall not be applied over existing pavement markings or other temporary markings.

Temporary pavement markings shall be maintained until superseded or replaced with permanent pavement markings. Temporary pavement markings shall be removed when, as determined by Owner, the temporary pavement markings conflict with the permanent pavement markings or with a new traffic pattern for the area and is no longer required for the direction of public traffic. When temporary pavement markings are required to be removed, all lines and marks used to establish the alignment of the temporary pavement markings shall be removed.

**PART 2 - PRODUCTS**

**2.1 GENERAL**

- A. All traffic signs, barricades, delineators, flashing arrow signs and other traffic control devices shall conform to the requirements of the "Manual of Traffic Controls for Construction and Maintenance Work Zones", published by the State of California, Department of Transportation, and to the requirements of the CTSS, except as specified herein.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

2.2 TAPE AND TEMPORARY MARKERS FOR TEMPORARY STRIPING

A. Temporary Retroreflective Pavement Striping Tape After Grinding

The Contractor shall use any one of the following tape:

- |           |   |
|-----------|---|
| 1. Swarco | Visa-Line Engineer Grade                                |
| 2. 3M     | SCOTCH-LANE Series 5160<br>(white) and/or 5161 (yellow) |

Painted traffic stripes and pavement markings may be acceptable after grinding, if the materials and application comply with Section 84-3 of CTSS Owner, may request samples of proposed materials. Painted markings are not acceptable after paving.

B. Temporary Removable Pavement Tape After Paving

The Contractor shall use temporary removable tape to demarcate crosswalks and STOP lines, after paving. The Contractor shall use three 4-inch (10 cm) wide tape to demarcate STOP and or crosswalk lines. The Contractor shall use any one of the following removable tape:

- |           |   |
|-----------|---|
| 1. Swarco | Visa-Line Engineer Grade                                |
| 2. 3M     | SCOTCH-LANE Series 5160<br>(white) and/or 5161 (yellow) |

The tape for temporary striping shall be as follows:

- |                            |  |           |
|----------------------------|--|-----------|
| 1. 12" crosswalk line:     | to be delineated by three 4" tape<br>examples: crosswalk & STOP lines                                |           |
| 2. 8" solid white:         | to be delineated by one 4" tape<br>striping across intersection and<br>left or right turn lane lines | examples: |
| 3. 4" broken white/yellow: | to be delineated by one 4" tape<br>(typically 7' long, 17' gaps*)                                    |           |
| 4. Double centerlines:     | to be delineated by two 4" yellow tape<br>(3" apart)   |           |

\* These dimensions for broken lines apply for streets with posted speed limits of 35 mph or less. For speed limits of 40 mph or more, the dimensions are for 12' long stripes with 36' gaps. Consult Chapter 6 of the California Traffic Manual for further details.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

C. Temporary Reflective Overlay Pavement Markers After Paving

The Contractor shall use temporary overlay markers to demarcate traffic lane lines after paving. The Contractor shall use any one of the following:

- |                       |  |
|-----------------------|--|
| 1. Davidson Plastic   | Model TOM (Standard) with Reflexite PC-1000 or WZ with Reflexite AC-1,000 sheeting |
| 2. Stimsonite         | Model 300 "Temporary Overlay Markers"  |
| 3. Hi-way Safety Inc. | Model 1280 / 1281 with Reflexite PC 1,000  |

PART 3 - EXECUTION

3.1 GENERAL

Temporary pavement markings shall be placed in either one or both of the following manners, as directed by the Traffic Engineer:

3.2 TEMPORARY RETRO-REFLECTIVE PAVEMENT STRIPING TAPE AFTER GRINDING

Temporary pavement markings consisting of temporary retro-reflective pavement tape shall be in place, prior to the opening of the roadway to public traffic after grinding. Temporary broken lane lines and/or broken centerlines shall consist of reflectorized lines 84 inches (7 feet) long and 4 inches wide, spaced approximately 17 feet apart for streets with posted speed limits of 35 mph or less. For speed limits of 40 mph or more, the dimensions are for 12 feet long stripes with 36 feet gaps. Consult Chapter 6 of the California Traffic Manual for further details.

Temporary STOP bars (Stop Lines) shall be 12 inches wide and shall be in place after grinding or at the end of each day's work. Stop bars shall be aligned with the projections of the near side property lines and shall be extended from the curb to the yellow striping or center of the roadway.

Retroreflective pavement tape shall be applied in accordance with the manufacturer's instructions and shall be rolled slowly with a rubber tired roller or vehicle to ensure complete contact with the pavement surface. The tape shall not be applied when the air or pavement temperature is less than 50 degrees Fahrenheit.

The Contractor will not be required to remove the retro-reflective pavement tape before paving, as the tape shall be covered with the final paving course, except in cases of temporary alignment where obliteration is necessary to redirect traffic along different lines or conflicts with a new traffic pattern. The retro-reflective pavement markings shall be maintained until they are covered with the next paving course.

3.3 TEMPORARY REFLECTIVE REMOVABLE TAPE AFTER PAVING FOR CROSSWALK AND STOP BARS

The Contractor shall use three 4-inch wide tapes to demarcate STOP and/or crosswalk lines. These shall be in place after paving or before the end of the work shift. Stop bars shall be aligned with the projections of the near-side property lines and shall be extended from the curb to the yellow striping or center of the roadway.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Removable temporary tape shall be applied in accordance with the manufacturer's instructions and shall be rolled slowly with a rubber tired roller or vehicle to ensure complete contact with the pavement surface. The removable tape shall not be applied, when the air or pavement temperature is less than 50 degrees Fahrenheit.

The removable tape shall be removed when, as determined by the engineer, it is no longer required for the direction of public traffic, conflicts with a new traffic pattern, or is applied to the final layer of surfacing or existing pavement to remain in place. The Contractor shall remove the tape a day before the final thermoplastic markings are installed by the painting section of the City's Department of Parking and Traffic.

3.4 TEMPORARY REFLECTIVE OVERLAY PAVEMENT MARKERS AFTER PAVING

Temporary pavement markers shall be placed in accordance with the manufacturer's instructions.

Temporary lane line and centerline pavement delineation shall be removed when, as determined by the engineer, the temporary lane line and centerline delineation conflicts with the permanent pavement delineation or with a new traffic pattern and is no longer required for the direction of public traffic.

**END OF SECTION**

**SECTION 01590**  
**PROJECT SIGNS, FIELD OFFICES AND SHEDS**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. This Section includes, but is not limited to:
  - 1. The Contractor Construction Facilities
  - 2. Engineer's Field Office
  - 3. Project Sign

**1.2 RELATED SECTIONS**

- A. The following Sections contain requirements that relate to this Section:
  - 1. Section 01040 - Coordination
  - 2. Section 01200 – Project Meetings
  - 3. Section 01515 - Construction Facilities and Temporary Controls
  - 4. Section 01700 - Contract Closeout

**PART 3 EXECUTION**

**3.1 THE CONTRACTOR CONSTRUCTION FACILITIES**

- A. The Contractor shall provide and maintain temporary offices and storage sheds, including all utilities and maintenance services, as required for the performance of the Work.
- B. Such construction facilities shall be located in close proximity to the Project Site subject to approval by Owner and the Agency.
- C. Layout plans for temporary construction facilities shall be based on other subsidiary plans, such as the approved safety plan, hazardous materials management plan, site drainage plan, security and theft prevention plan, the construction schedule and other elements of the Contractor's project execution plan.

**3.2 PROJECT SIGN**

- A. The Contractor shall provide a project sign in accordance with the specifications outlined below (the "Project Sign"). The Project Sign shall be approved by Owner. The Project Sign shall be maintained and erect according to the specifications set forth below:

**SITE SIGN SPECIFICATIONS**

**Size:**

Sign A: 4' x 8' x 1 7/8"

Sign B: 4' x 8' x 3/4"

**Materials (Face):**

Sign A: 1/4" tempered Masonite

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Sign B: 3/4" or greater shop-sanded (exterior) plywood (one side only)

Framing:

Sign A: 2" x 4" nominal on four sides and center cross-bracing

Sign B: 2" x 4" center cross-bracing only

Supports: 4" x 4" x 12' nominal post

Assembly:

Sign A: 2" x 4" frame to fit 4' x 8' board with 2" x 4" cross braces

Sign B: To be mounted directly to the 4" x 4" post, with cross-bracing

Mounting:

Signs A and B are to be mounted to the 4" x 4" post with a 3/8" minimum bolt and nut, four on each side of the sign. Each bolt is to have two washers, one between the sign and the head of the bolt and the other between the post and the nut.

Erection:

4" x 4" posts are to be set three to four feet deep into concrete 12" in diameter.

Paint:

Face: Three coats outdoor enamel (sprayed)

Rear: One coat outdoor enamel (sprayed)

Lettering: Silk screen enamels. Lettering sizes and positioning will be as illustrated.

Project signs will not be erected on public highway rights-of-way.

Location and height of signs will be coordinated with the agency responsible for highway or street safety in the area, if any possibility exists for obstruction to traffic line of sight.

If, at the end of the project, the sign is reusable, it shall be disposed of as directed by Owner. Whenever these Project Sign specifications conflict with Applicable Regulations, Owner may modify such conflicting specifications so as to comply with such Applicable Regulations.

**END OF SECTION**



**SECTION 01700**  
**CONTRACT CLOSEOUT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section Includes:
  - 1. Procedures
  - 2. Substantial Completion
  - 3. Final Acceptance
  - 4. Final Cleaning
  - 5. Project Record Documents
  - 6. Release of Liens or Claims
- B. Related Sections:
  - 1. Section 00802 - Contract Time and Liquidated Damages
  - 2. Section 01400 - Quality Control
  - 3. Section 01515 - Construction Facilities and Temporary Controls
  - 4. Section 01720 - Project Record Drawings

**1.2 PROCEDURES**

- A. Close-out Meeting:
  - 1. The Contractor shall submit all PCOs and claims before the date upon which the Work is reasonably expected to be ninety-five percent (95%) complete (“Substantial Completion”).
  - 2. Prior to such date, Owner will schedule a meeting with the Contractor, relevant subcontractors, and consultants to determine the status of completion (the “Closeout Meeting”).
  - 3. The Contractor shall attend the Closeout Meeting to discuss the closeout procedure and responsibilities of the Contractor and Owner.
  - 4. Owner will prepare a list of items which are still open or pending that need to be resolved prior to completion. Such items may include, but are not necessarily limited to record documents, final inspection, administrative activities, and documentation of final quantities and force account work if applicable.

**1.3 SUBSTANTIAL COMPLETION**

- A. Owner will confirm Substantial Completion when the Contractor has:
  - 1. Submitted to Owner with the application for payment just before Substantial Completion, a statement of all Change Orders, Modifications, claims, and time extension requests.
  - 2. Verified that the closeout submittals and Project Record Drawings have been received by Owner as specified in Section 01720.
  - 3. Advised Owner of pending insurance changeover requirements.
  - 4. Submitted to Owner written certification that the Contract Documents have been reviewed, the Work has been inspected, the Work is complete, and the Work conforms to the requirements of the Contract Documents.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- B. Substantial Completion Inspection:
1. The Contractor shall notify Owner in writing that the Work is substantially complete and ready for Owner's inspection.
  2. Upon receipt of the Contractor's written notice, Owner will make an inspection to determine the status of completion.
  3. Should Owner determine that the Work is not Substantially Complete, Owner will notify the Contractor with a deficiency list of all items that shall be completed before Owner considers the Work Substantially Complete.
    - a. The Contractor shall remedy all deficiencies as identified and notify Owner, in writing, when the Work is ready for reinspection.
    - b. Failure to complete this requirement within the Contract Time will result in liquidated damages being assessed.
  5. The Contractor shall verify that the Work is complete, including but not necessarily limited to, the items required for Substantial Completion.
  6. If Owner concurs that the Work is Substantially Complete, Owner will prepare a Notice of Substantial Completion (as defined in the Contract), accompanied by a punch list of remedial work items to be completed or corrected, as verified by Owner.
    - a. If the Work is not Substantially Complete, Owner will follow the same procedure as for the first inspection, and the Contractor shall reimburse Owner for all reinspection costs.
- C. When partial utilization of the Work is required and substantial completion is in a condition sufficient for such partial utilization, the applicable requirements specified in this Section shall apply to such part of Work that may be utilized.

1.4 FINAL ACCEPTANCE

- A. Prior to Final Acceptance of the Work by Owner ("Final Acceptance"), the Contractor Shall:
1. At no additional cost to Owner, perform all remedial work noted on the punch list before requesting a final inspection and acceptance.
  2. Coordinate the performance of remedial work with Owner to cause minimal inconvenience and interruption of Owner's operations.
  3. Perform final cleaning as specified in this Section. Remove protective coverings and similar items.
  4. Remove all temporary controls, utilities, facilities, field offices and sheds.
  5. Submit the final payment request with releases and an updated final statement with supporting documentation, accounting for final additional charges for extras and liquidated damages for delays.
  6. Submit consent of surety to final payment.
  7. Submit a certified copy of Owner's punch list of remedial items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance by Owner.
  8. Failure to complete all remedial work and prerequisites for Final Acceptance within the time allowed after the date of Substantial Completion will result in liquidated damages being assessed.
- B. As a prerequisite to obtaining Final Acceptance, Owner shall perform an inspection ("Final Inspection"):

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1. The Contractor shall notify Owner in writing that all punch list items of remedial work have been completed and the Work is ready for Final Inspection.
  2. Owner will make an inspection to verify the status of completion.
  3. Should Owner determine that the Work is not complete or is defective, Owner will so notify the Contractor in writing, listing remaining incomplete or defective work.
    - a. The Contractor shall promptly complete the remaining deficiencies and notify Owner, in writing, when ready for reinspection.
    - b. If Owner finds the Work is still not complete, the Contractor shall be responsible for all subsequent reinspection and meeting costs incurred by Owner to resolve the remaining issues. Such costs will be deducted from Progress Payments owed to the Contractor.
  4. When Owner determines that the Work is acceptable under the Contract Documents and the Contractor has made all required closeout submittals, Owner will initiate the final payment recommendation and prepare the Certificate of Completion.
- C. Prior to the final payment recommendation, Owner shall be furnished with the following administrative close-out submittals:
1. Project Record Documents;
  2. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction; and
  3. Evidence of payment of all subcontractors and material suppliers and a final unconditional lien release in form acceptable to Owner.
- D. Submittals for final adjustment of accounts shall include, but not necessarily be limited to:
1. Request for Final Payment; and
  2. Final statement of accounting, payroll records, and final change orders showing adjustments to the Contract Price for all force account work and extra payments if applicable.
- E. All prior estimates and payments shall be subject to correction in the final estimate and payment.

1.5 FINAL CLEANING

- A. Final acceptance of the Work by Owner will be withheld until the Contractor has satisfactorily complied with the requirements of this Project Manual for final cleanup of the Project Site.
- B. Should Owner elect to partially occupy or use portions of the Work prior to Substantial Completion, the Contractor shall perform final cleaning for those portions of the Work prior to their being so occupied or used.
- C. The Contractor shall comply with applicable regulatory requirements during cleaning and disposal operations. The Contractor shall use cleaning materials which will not create hazards to health or property or cause damage to products or work.
- D. The Contractor shall use only cleaning materials and methods which are compatible with the surface being cleaned, as recommended by the manufacturer of the products to be cleaned.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

- E. The Contractor shall completely clean the work Project Site including the adjacent sidewalks and street to curb.

1.6 PROJECT RECORD DOCUMENTS

- A. The following Record Documents shall be maintained by the Contractor at the Project Site and shall be signed and dated by the Contractor and submitted to Owner prior to final payment:
  - 1. Record Drawings in accordance to Section 01720 "Project Record Drawings."
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
- B. The Contractor shall store Record Documents separate from other documents used for construction.
- C. The Contractor shall record information concurrent with progress of the Work.
- D. The Contractor shall legibly record actual construction on the Record Drawings including but not limited to:
  - 1. Field changes made to dimensions and details.
  - 2. Details not shown on original Project Drawings.

1.7 RELEASE OF LIENS OR CLAIMS

- A. Before Owner issues final payment to the Contractor for the Work, the Contractor shall sign and deliver to Owner an unconditional release of liens or claims sworn to under oath and duly notarized in form acceptable to Owner (the "Release"). The Release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limited to, the foregoing, all payrolls, amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.
- B. If any liens or claims remain unsatisfied after all payments to the Contractor have been made, the Contractor shall refund to Owner all moneys that Owner may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

**END OF SECTION**

**SECTION 01720  
PROJECT RECORD DRAWINGS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Requirements.
  - 2. Quality Assurance.
  - 3. Record Documents.
  - 4. Maintenance of Record Drawings.
  - 5. Final Record Drawings.
  - 6. Review and Submittal.
- B. Related Sections:
  - 1. Section 01700 - Contract Closeout.

**1.2 REQUIREMENTS**

- A. The Contractor shall keep an accurately marked, up-to-date set of AutoCad drawings for all work completed to date (the "Record Drawings"). Accurate quantities of materials recycled and disposed on-site and off-site shall be recorded on the Record Drawings. The Contractor shall accurately indicate on Record Drawings all site conditions, locations of utilities, changes, and details as specified herein and as approved by Owner.
  - 1. The Record Drawings shall be subject to inspection and approval by Owner at any time.
  - 2. Such review by Owner shall not relieve the Contractor of its responsibility for keeping the Record Drawings current and complete.
  - 3. Any monthly Progress Payment shall be subject to the inspection and approval by Owner of the Record Drawing as being current and complete at time of request thereof.
- B. Prior to Final Acceptance, the Contractor shall furnish to Owner both electronic AutoCad files and hard copies of the final Record Drawings showing all changes in the Project Drawings neatly in red ink. These final Record Drawings will be certified by Owner's inspector.
- C. The Contractor shall record, as the Work progresses, approved changes to the Contract Drawings including, but not limited to, the following information relative to the Work:
  - 1. Field changes or adjustments in the final location or in the final dimensions or details of the Work relative to actual existing site conditions.
  - 2. Quantities of materials recycled and disposed on-site and off-site.
  - 3. Changes resulting from requests for information.
  - 4. Changes made pursuant to a Change Order.
  - 5. The Contractor shall indicate identification and locations of retaining walls, sub-drains, under drains, inlet structures, manholes, cleanouts, and all underground and internal utilities and appurtenances referenced to permanent, accessible features of the Work.

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

1.3 QUALITY ASSURANCE

- A. The Contractor will provide Owner with a set of conformed prints with “Record Drawing” stamp for Owner inspector’s certification of corrections.
- B. The Contractor shall delegate responsibility for maintenance, coordination, and accuracy of the stamped Record Drawings to one person on the Contractor’s staff.
- C. The Contractor shall record all changes on the stamped Record Drawings, which may be inspected monthly by Owner.
- D. Accuracy of stamped Record Drawings shall be such that future searches for items shown on the Contract Documents may rely reasonably on information obtained from the approved the Record Drawings.
- E. Owner will check, initial, and date the Record Drawings at various times during the progress of the Work to verify the accuracy and completeness of the recorded changes.
- F. If the stamped Record Drawings are not accurate or complete, Owner may withhold the monthly progress payment.
- G. Following such correction, Owner will sign the corrected Record Drawings to indicate that Owner has reviewed the corrections for completeness.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- A. Promptly following receipt of the Notice to Proceed, the Contractor shall secure from Owner one complete set of all Contract Documents.
- B. Final Record Drawings: At a time nearing the completion of the work and prior to final payment, the Contractor shall secure from Owner one set of vellum base sheets of all Project Drawings.

PART 3 - EXECUTION

3.1 MAINTENANCE OF RECORD DRAWINGS

- A. The Contractor shall store the Record Drawings apart from documents used for performing the Work; kept in a dry, legible condition, and in good order. The Contractor shall label each document “RECORD DRAWINGS - JOB SET” in large, neatly printed letters. The Contractor shall not use Record Drawings for construction at the job site.
- B. The Contractor shall record neatly on the Record Drawings all changes made by clarifications, Change Orders, and other modifications to the Contract Documents.
  - 1. The Contractor shall clearly describe changes on Record Drawings by note as required.
  - 2. The Contractor shall date all entries, calling attention to the entry by a “cloud” drawn around the area or areas affected.
- C. The Contractor shall keep the Record Drawings up to date during the entire progress of the Work, and make available to Owner at any time. The Contractor shall update the

Hillpoint Regional Park/ Coleman Bluff Path  
Construction Project

Record Drawings not more than five (5) working days after changes in the Work are made.

3.2 FINAL RECORD DRAWINGS

- A. After receiving the AutoCad base sheet electronic files for the Contract and prior to start of transfer of recorded data thereto, the Contractor shall secure Owner's approval of all recorded data.
- B. The Contractor shall carefully transfer change data shown on the job set of Record Drawings to the corresponding AutoCad electronic files coordinating the changes as required.
- C. The Contractor shall make changes neatly and consistently.
- D. The Contractor shall provide both hard copies and electronic copies of final record drawings in a format acceptable to the City.

3.3 REVIEW AND SUBMITTAL

- A. The Contractor shall sign and date hard copies of the completed Project Record Drawings and submit the hard copies and electronic files to Owner for review prior to final payment as specified in Section 01700 - Contract Closeout.
- B. The Contractor shall participate in review meetings as required, make required changes and promptly deliver the final Record Drawings to Owner.
- C. If a Record Drawing is not approved by Owner, the Contractor shall secure a new copy of that Drawing from Owner at Owner's usual charge for reproduction and handling, and carefully transfer the change data to the new copy to the satisfaction of Owner.

**END OF SECTION**